

**IN THE UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT**

Docket Nos. 18-2012, 18-2225, 18-2249, 18-2253, 18-2281,
18-2332, 18-2416, 18-2417, 18-2418, 18-2419, 18-2422,
18-2650, 18-2651, 18-2661, 18-2724, and 19-1385

In re National Football League Players' Concussion Injury Litigation

**JOINT APPENDIX
Volume IV of XIII, Pages JA1639-JA2467**

On appeal from Orders of the United States District Court for
the Eastern District of Pennsylvania (Hon. Anita B. Brody),
in No. 2:14-md-02323-AB and MDL No. 2323

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TABLE OF CONTENTS

	<u>Page</u>
Dkt. 9960, Aldridge Objectors' Notice of Appeal, filed May 3, 2018	JA1
Dkt. 10036, Aldridge Objectors' Notice of Appeal, filed June 1, 2018	JA6
Dkt. 10043, Objector Miller's Notice of Appeal, filed June 6, 2018	JA11
Dkt. 10044, Objector Anderson's Notice of Appeal, filed June 6, 2018	JA13
Dkt. 10075, Mitnick Law Office's Notice of Appeal, filed June 8, 2018	JA15
Dkt. 10079, Anapol Weiss, P.C.'s Notice of Appeal, filed June 15, 2018	JA17
Dkt. 10095, Kreindler & Kreindler, LLP's Notice of Appeal, filed June 22, 2018	JA19
Dkt. 10097, Faneca Objectors' Notice of Appeal, filed June 22, 2018	JA21
Dkt. 10099, Zimmerman Reed LLP's Notice of Appeal, filed June 22, 2018	JA24
Dkt. 10101, Armstrong Objectors' Notice of Appeal, filed June 25, 2018	JA27
Dkt. 10102, Pope McGlamry, P.C.'s Notice of Appeal, filed June 25, 2018	JA29
Dkt. 10133, Faneca Objectors' Amended Notice of Appeal, filed July 13, 2018	JA32
Dkt. 10142, Anapol Weiss, P.C.'s Notice of Appeal, filed July 17, 2018	JA35

Dkt. 10164, Aldridge Objectors’ Notice of Appeal, filed July 24, 2018.....	JA37
Dkt. 10166, Kreindler & Kreindler, LLP’s Notice of Appeal, filed July 25, 2018.....	JA40
Dkt. 10188, Class Counsel Locks Law Firm’s Notice of Appeal, filed Aug. 2, 2018	JA42
Dkt. 10428, Aldridge Objectors’ Notice of Appeal, filed Feb. 15, 2019	JA45
Dkt. 9860, Memorandum Opinion regarding: Total Amount of Common-Benefit Attorneys’ Fees, filed Apr. 5, 2018	JA48
Dkt. 9861, Order regarding: Total Amount of Common-Benefit Attorneys’ Fees, filed Apr. 5, 2018.....	JA68
Dkt. 9862 Memorandum Opinion regarding: IRPA Fee Cap, filed Apr. 5, 2018	JA70
Dkt. 9863, Order regarding: IRPA Fee Cap, filed Apr. 5, 2018.....	JA80
Dkt. 9876, Order regarding: Payments of Incentive Awards and Expenses, filed Apr. 12, 2018.....	JA82
Dkt. 10019, Explanation and Order regarding: Allocation of Common-Benefit Attorneys’ Fees, filed May 24, 2018	JA84
Dkt. 10042, Order regarding: Alexander Objectors’ Motion for Reconsideration/New Trial, filed June 5, 2018	JA111
Dkt. 10103, Order regarding: Payment of Attorneys’ Fees and Expenses, filed June 27, 2018.....	JA113
Dkt. 10104, Order regarding: Withholdings for Common Benefit Fund, filed June 27, 2018.....	JA115
Dkt. 10127, Order Denying Locks Law Firm’s Motion for Reconsideration of the Court’s Explanation and Order, filed July 10, 2018.....	JA117
Dkt. 10378, Explanation and Order, filed Jan. 16, 2019	JA118

Civil Docket for Case No.: 2:12-md-2323-AB (E.D. Pa.).....	JA127
Dkt. 4, Case Management Order No. 1, filed Mar. 6, 2012	JA693
Dkt. 52, Order Modifying Case Management Order No.1, filed Apr. 2, 2012	JA718
Dkt. 64, Case Management Order No. 2, filed Apr. 26, 2012.....	JA721
Dkt. 71, Transcript of Apr. 25, 2012 Organizational Courtroom Conference, filed May 10, 2012	JA726
Dkt. 72, Case Management Order No. 3, filed May 11, 2012.....	JA764
Dkt. 2583, Stipulation and Order regarding: Scheduling, filed July 16, 2012.....	JA767
Dkt. 2642, Plaintiffs' Amended Master Administrative Long-Form Complaint, filed July 17, 2012.....	JA773
Dkt. 3384, Order Denying Plaintiffs' Motion for Discovery, filed Aug. 21, 2012	JA863
Dkt. 3587, Order regarding: Appointment of Defendant's Co-Liaison Counsel, filed Aug. 29, 2012	JA864
Dkt. 3698, Plaintiffs' Uncontested Motion for Order Establishing a Time and Expense Reporting Protocol and Appointing Auditor, filed Sept. 7, 2012	JA865
Dkt. 3710, Order Granting Plaintiffs' Uncontested Motion for Order Establishing a Time and Expense Reporting Protocol, filed Sept. 11, 2012	JA948
Dkt. 4135, Order Granting Plaintiffs' Uncontested Motion for Extension of Deadline To File Initial Time Expense Reports, filed Oct. 31, 2012.....	JA960
Dkt. 4143, Order Granting Plaintiffs' Uncontested Motion for Additional Extension of Deadline To File Initial Time and Expense Reports, filed Nov. 8, 2012.....	JA961

Dkt. 5128, Order regarding: Appointment of a Mediator, filed July 8, 2013.....	JA962
Dkt. 5235, Order regarding: Proposed Settlement, filed Aug. 29, 2013	JA964
Dkt. 5634, Motion of Proposed Co-Lead Counsel for Preliminary Approval of the Class Settlement Agreement, filed Jan. 6, 2014.....	JA966
Dkt. 5634-2, Exhibit B, Class Action Settlement Agreement.....	JA1003
Dkt. 5657, Memorandum Opinion Denying Preliminary Approval, filed Jan. 14, 2014	JA1471
Dkt. 5658, Order Denying Preliminary Approval Without Prejudice, filed Jan. 14, 2014	JA1483
Dkt. 5910, Order regarding: Court’s Jan. 14, 2014 Order, filed Apr. 16, 2014	JA1484
Dkt. 5911, Stipulation and Order regarding: Apr. 15, 2014 Order, filed Apr. 16, 2014	JA1485
Dkt. 6019, Faneca Objectors’ Motion To Intervene filed May 5, 2014	JA1487
Dkt. 6019-1, Memorandum of Law in Support	JA1572
Dkt. 6073, Co-Lead Class Counsel’s Motion for Order Granting Preliminary Approval of Class Action Settlement, filed June 25, 2014.....	JA1639
Dkt. 6073-4, Declaration of Mediator and Former United States District Court Judge Layn R. Phillips in Support of Preliminary Approval of Settlement, filed June 25, 2014	JA1929
Dkt. 6082, Response in Opposition to Motion for Approval of Class Action Settlement, filed July 2, 2014	JA2041
Dkt. 6083, Memorandum Opinion Granting Preliminary Approval, filed July 7, 2014.....	JA2160
Dkt. 6084, Order Granting Preliminary Approval, filed July 7, 2014.....	JA2121

Dkt. 6087, Class Action Settlement Agreement as of June 25, 2014, filed July 7, 2014.....	JA2151
Dkt. 6107, Order Denying Faneca Objectors’ Motion To Intervene, filed July 29, 2014.....	JA2313
Dkt. 6109, Faneca Objectors’ Reply in Further Support of Motion To Intervene, filed July 29, 2014	JA2314
Dkt. 6126, Response in Opposition regarding: Plaintiffs’ Motion for Extension of Time To File Response/Reply to Motion To Permit Access to Medical, Actuarial, and Economic Information, filed Aug. 8, 2014.....	JA2330
Dkt. 6160, Order Directing Special Master To File Actuarial Reports and Supplemental Information or Tabulations, filed Sept. 8, 2014	JA2333
Dkt. 6166, Order Denying Petition of Objecting Class Members for Leave to Appeal District Court’s Order Granting Settlement, filed Sept. 11, 2014	JA2334
Dkt. 6167, NFL Concussion Liability Forecast, filed Sept. 12, 2014	JA2336
Dkt. 6167-1, Exhibit A, Supplemental Schedules	JA2407
Dkt. 6167-2, Exhibit B, Supplemental Schedules	JA2409
Dkt. 6167-3, Exhibit C, Supplemental Schedules	JA2411
Dkt. 6167-4, Exhibit D, Supplemental Schedules	JA2466
Dkt. 6168, Report of the Segal Group to Special Master Perry Golkin, filed Sept. 12, 2014	JA2468
Dkt. 6168-1, Exhibit A, Part 1, Player Database	JA2522
Dkt. 6168-2, Exhibit A, Part 2, Player Database	JA2677
Dkt. 6168-3, Exhibit B, Plaintiff’s Sample Data	JA2809
Dkt. 6168-4, Exhibit C, Screenshot of Plaintiff’s Database	JA2879

Dkt. 6168-5, Exhibit D, Screenshot of Model Assumptions as Entered into Model	JA2881
Dkt. 6168-6, Exhibit E, Cash Flow Analysis	JA2884
Dkt. 6168-7, Exhibit F, Supplemental Schedules.....	JA2889
Dkt. 6169, Faneca Objectors’ Motion for Discovery, filed Sept. 13, 2014	JA2960
Dkt. 6169-1, Memorandum of Law in Support of Motion for Limited Discovery.....	JA2963
Dkt. 6169-2, Exhibit A, Limited Discovery Requests.....	JA2977
Dkt. 6169-3, Exhibit B, Information on NFL Football Concussions	JA2996
Dkt. 6201, Faneca Objectors’ Objections, filed Oct. 14, 2014.....	JA3003
Dkt. 6201-1, Declaration of Eric R. Nitz, filed Oct. 6, 2014.....	JA3128
Dkt. 6201-2, Exhibits 1-5	JA3143
Dkt. 6201-3, Exhibits 6-8	JA3184
Dkt. 6201-4, Exhibits 9-12	JA3214
Dkt. 6201-5, Exhibits 13-15	JA3286
Dkt. 6201-6, Exhibits 16-25	JA3385
Dkt. 6201-7, Exhibits 26-30	JA3405
Dkt. 6201-8, Exhibits 31-36	JA3434
Dkt. 6201-9, Exhibits 37-44	JA3463
Dkt. 6201-10, Exhibits 45-51	JA3492
Dkt. 6201-11, Exhibits 52-59	JA3571
Dkt. 6201-12, Exhibits 60-66	JA3752
Dkt. 6201-13, Exhibits 67-71	JA3752

Dkt. 6201-14, Exhibits 72-76	JA3776
Dkt. 6201-15, Exhibits 77-82	JA3819
Dkt. 6201-16, Declaration of Robert A. Stern, filed Oct. 6, 2014.....	JA3858
Dkt. 6201-17, Declaration of Sean Morey, filed Oct. 6, 2014	JA3919
Dkt. 6211, Faneca Objectors’ Motion for Leave To File a Reply in Support of Motion for Leave To Conduct Limited Discovery, filed Oct. 13, 2014.....	JA3923
Dkt. 6211-1, Memorandum of Law in Support of Movants’ Motion for Leave To File	JA3926
Dkt. 6232, Faneca Objectors’ Supplemental Objections, filed Oct. 14, 2014.....	JA3928
Dkt. 6232-1, Declaration of Sam Gandy and Exhibits	JA3933
Dkt. 6233, Armstrong Objectors’ Amended Objection to the June 25, 2014 Class Action Settlement Agreement, filed Oct. 14, 2014	JA3971
Dkt. 6233-1, Declaration of Drs. Brent E. Masel and Gregory J. O’Shanick in Support of BIAA’s Motion for Leave to File <i>Amicus Curiae</i> Brief	JA4037
Dkt. 6233-2, Declaration of Richard L. Coffman.....	JA4049
Dkt. 6233-3, Declaration of Mitchell Toups	JA4051
Dkt. 6233-4, Declaration of Jason Webster.....	JA4053
Dkt. 6237, Aldridge Objectors’ Objections to June 25, 2014 Class Action Settlement Agreement, filed Oct. 14, 2014.....	JA4055
Dkt. 6244, Faneca Objectors’ Motion To Set Scheduling Conference Before Nov. 19, 2014, filed Oct. 15, 2014.....	JA4066
Dkt. 6252, Faneca Objectors’ Motion for Production of Evidence, filed Oct. 21, 2014.....	JA4073

Dkt. 6339, Faneca Objectors’ Notice regarding: Intent To Appear at Fairness Hearing, filed Nov. 3, 2014	JA4078
Dkt. 6344, Order that Steven Molo Will Coordinate the Arguments of the Objectors at the Fairness Hearing, filed Nov. 4, 2014	JA4111-1
Dkt. 6353, Letter from Mitchell A. Toups to Judge Brody dated Sept. 3, 2014 regarding: Objection to June 25, 2014 Class Action Settlement by Armstrong Objectors, filed Nov. 3, 2014	JA4112
Dkt. 6420, Faneca Objectors’ Supplemental Objections., filed Nov. 11, 2014	JA4144
Dkt. 6423-5, Declaration of Orran L. Brown, Sr., filed Nov. 12, 2014	JA4157
Dkt. 6423-6, Supplemental Declaration of Mediator and Former United States District Court Judge Layn R. Phillips in Support of Final Approval of Settlement and Certification Class and Subclasses, filed November 12, 2014	JA4236
Dkt. 6423-17, Declaration of Kenneth C. Fischer, M.D., filed Nov. 12, 2014	JA4249
Dkt. 6423-18, Declaration of Christopher C. Giza, M.D., filed Nov. 12, 2014	JA4267
Dkt. 6423-19, Declaration of David Allen Hovda, Ph.D, filed Nov. 12, 2014	JA4316
Dkt. 6423-20, Declaration of John G. Keilp, Ph.D., filed Nov. 12, 2014	JA4405
Dkt. 6423-21, Declaration of Thomas Vasquez, Ph.D., filed Nov. 12, 2014	JA4452
Dkt. 6425, Faneca Objectors’ Statement regarding: Fairness Hearing, filed Nov. 14, 2014	JA4539
Dkt. 6428, Notice of Counsel Permitted To Speak at Fairness Hearing, filed Nov. 17, 2014	JA4542

Dkt. 6434, Faneca Objectors’ Objections, filed Nov. 18, 2014	JA4544
Dkt. 6435, Faneca Objectors’ Statement regarding: Nov. 19, 2014 Fairness Hearing, filed Nov. 18, 2014	JA4550
Dkt. 6455, Post-Fairness Hearing Supplemental Briefing of Objectors regarding: Faneca Objectors’ Motion for Final Order and Judgment, filed Dec. 2, 2014	JA4551
Dkt. 6455-1, Supplemental Declaration of Robert Stern, filed Dec. 2, 2014	JA4591
Dkt. 6455-2, Supplemental Declaration of Sam Gandy and Exhibits, filed Dec. 2, 2014	JA4598
Dkt. 6455-3, Declaration of Patrick Hof and Exhibit, filed Dec. 2, 2014	JA4647
Dkt. 6455-4, Declaration of Jing Zhang and Exhibit, filed Dec. 2, 2014	JA4769
Dkt. 6455-5, Declaration of Martha Shenton and Exhibit, filed Dec. 2, 2014	JA4792
Dkt. 6455-6, Declaration of Charles Bernick and Exhibit, filed Dec. 2, 2014	JA4926
Dkt. 6455-7, Declaration of Michael Weiner and Exhibit, filed Dec. 2, 2014	JA4940
Dkt. 6455-8, Declaration of James Stone and Exhibit, filed Dec. 2, 2014	JA5099
Dkt. 6455-9, Declaration of Thomas Wisniewski and Exhibit, filed Dec. 2, 2014	JA5125
Dkt. 6455-10, Declaration of Steven T. DeKosky and Exhibit, filed Dec. 2, 2014	JA5176
Dkt. 6455-11, Declaration of Wayne Gordon and Exhibit, filed Dec. 2, 2014	JA5230

Dkt. 6455-12, Supplemental Declaration of Eric Nitz, filed Dec. 2, 2014	JA5270
Dkt. 6455-13, Exhibits 1-9	JA5275
Dkt. 6455-14, Exhibits 10-18	JA5365
Dkt. 6455-23, Exhibits 20-27	JA5457
Dkt. 6461, Faneca Objectors’ Motion for Disclosure of Documents Relevant to Fairness of Settlement, filed Dec. 9, 2014	JA5508
Dkt. 6462, Faneca Objectors’ Motion for Disclosure of Financial Relationships with Experts, filed Dec. 9, 2014.....	JA5515
Dkt. 6463, Amended Transcript of Nov. 19, 2014 Fairness Hearing, filed Dec. 11, 2014.....	JA5522
Dkt. 6469, Faneca Objectors’ Notice regarding: Fairness Hearing Slides, filed Dec. 22, 2014	JA5774
Dkt. 6470, Faneca Objectors’ Notice regarding: Supplemental Authority, filed Dec. 23, 2014	JA5814
Dkt. 6470-1, Memorandum Opinion and Order	JA5818
Dkt. 6479, Order Directing Settling Parties To Address Certain Issues by Feb. 13, 2015, filed Feb. 2, 2015	JA5839
Dkt. 6481, Class Counsel and the NFL Parties’ Joint Submission regarding: Feb. 2, 2015 Order, filed Feb. 13, 2015	JA5842
Dkt. 6481-1, Exhibit A, Class Action Settlement Agreement (As Amended).....	JA5853
Dkt. 6481-2, Exhibit B, Redline Class Action Settlement Agreement (As Amended)	JA6015
Dkt. 6503, Armstrong Objectors’ Supplemental Objection to the Amended Class Action Settlement, filed Apr. 13, 2015.....	JA6124
Dkt. 6508, Order Ruling on Various Motions, filed Apr. 21, 2015	JA6129

Dkt. 6509, Memorandum Opinion regarding: Final Approval of Amended Settlement, filed Apr. 22, 2015	JA6131
Dkt. 6510, Final Order and Judgment regarding: Final Settlement Approval, filed Apr. 22, 2015	JA6263
Dkt. 6534, Amended Final Order and Judgment, filed May 8, 2015	JA6270
Dkt. 6535, Order regarding: Amended Final Order, filed May 11, 2015	JA6278
Dkt. 7070, Faneca Objectors’ Petition for an Award of Attorneys’ Fees, filed Jan. 11, 2017.....	JA6280
Dkt. 7070-1, Memorandum of Law in Support, filed Jan. 11, 2017	JA6283
Dkt. 7070-2, Declaration of Steven Molo, filed Jan. 11, 2017	JA6338
Dkt. 7151, Co-Lead Class Counsel’s Petition for an Award of Attorneys’ Fees, filed Feb. 13, 2017	JA6555
Dkt. 7151-1, Memorandum of Law in Support, filed Feb. 13, 2017	JA6558
Dkt. 7151-2, Declaration of Christopher Seeger, filed Feb. 13, 2017	JA6640
Dkt. 7151-6, Declaration of Levin Sedran & Berman, filed Feb. 13, 2017	JA6723-1
Dkt. 7151-7, Declaration of Gene Locks, filed Feb. 13, 2017	JA6724
Dkt. 7151-8, Declaration of Steven C. Marks, filed Feb. 13, 2017	JA6755
Dkt. 7151-10, Declaration of Sol H. Weiss, filed Feb. 13, 2017.....	JA6785
Dkt. 7151-18, Exhibit O, Declaration of Samuel Issacharoff, filed Feb. 13, 2017	JA6814

Dkt. 7151-27, Exhibit X, Declaration of Charles Zimmerman, filed Feb. 13, 2017	JA6849
Dkt. 7151-28, Exhibit Y, Brian T. Fitzpatrick, <i>An Empirical Study of Class Action Settlements and Their Fee Awards</i> , JOURNAL OF EMPIRICAL LEGAL STUDIES (Dec. 2010), filed Feb. 13, 2017	JA6883
Dkt. 7161, Miller Objector’s Opposition to Co-Lead Class Counsel’s Fee Petition, filed Feb. 17, 2017	JA6920
Dkt. 7176, Alexander Objectors’ Motion for Entry of Case Management Order Governing Applications for Attorney Fees, filed Feb. 21, 2017	JA6933
Dkt. 7228, Co-Lead Class Counsel’s Motion for Extension of Time To File Response/Reply Memorandum in Support of Their Fee Petition and To Set Coordinated Briefing Schedule, filed Feb. 28, 2017.....	JA6943
Dkt. 7229, Objector Miller’s Response in Opposition to Fee Applications and Co-Lead Class Counsel’s Motion To Set Coordinated Briefing Schedule, filed Mar. 1, 2017.....	JA6948
Dkt. 7230, Armstrong Objectors’ Petition for an Award of Attorneys’ Fees, filed Mar. 1, 2017	JA6951
Dkt. 7231, Objector Miller’s Corrected Response in Opposition to Fee Applications and Co-Lead Class Counsel’s Motion To Set Coordinated Briefing Schedule, filed Mar. 1, 2017.....	JA6954
Dkt. 7232, Armstrong Objectors’ Memorandum of Law in Support of Petition for an Award of Attorneys’ Fees, filed Mar. 1, 2017.....	JA6957
Dkt. 7232-1, Exhibit A, Declaration of Richard L. Coffman in Support of the Armstrong Objectors’ Petition for Award of Attorneys’ Fees	JA6992
Dkt. 7232-2, Exhibit B, Declaration of Mitchell A. Toups in Support of the Armstrong Objectors’ Petition for Award of Attorneys’ Fees.....	JA6998

Dkt. 7232-3, Exhibit C, Declaration of the Webster Law Firm in Support of the Armstrong Objectors’ Petition for an Award of Attorneys’ Fees	JA7007
Dkt. 7232-4, Exhibit D, Declaration of the Warner Law Firm in Support of the Armstrong Objectors’ Petition for an Award of Attorneys’ Fees	JA7009
Dkt. 7233, Faneca Objectors’ Response to Motion regarding: Co-Lead Class Counsel’s Motion for Extension of Time, filed Mar 1, 2017	JA7014
Dkt. 7237, Anderson Objector’s Supplemental Objection to Faneca Objector’s to Fee Petition, filed Mar. 1, 2017	JA7017
Dkt. 7238, Order Granting Co-Lead Class Counsel’s Motion for Extension of Time, filed Mar. 2, 2017	JA7022
Dkt. 7259, Stipulation and Proposed Order by NFL, Inc., NFL Properties LLC, Plaintiff(s), filed Mar. 8, 2017	JA7023
Dkt. 7261, Order regarding: Co-Lead Class Counsel’s Fee Petition, filed Mar. 8, 2017	JA7026
Dkt. 7324, Order Considering the Uncontested Motion of Co-Lead Class Counsel for Order in Aid of Implementation of the Settlement Program, filed Mar. 23, 2017	JA7028
Dkt. 7344, Memorandum in Opposition to Co-Lead Class Counsel’s Petition for an Award of Attorneys’ Fees, filed Mar. 27, 2017	JA7036
Dkt. 7346, Memorandum in Opposition to Co-Lead Class Counsel’s Petition for an Award of Attorneys’ Fees, filed Mar. 27, 2017	JA7046
Dkt. 7350, Response Objection and Memorandum in Opposition to Co-Lead Counsel’s Petition for an Award of Attorneys’ Fees, filed Mar. 27, 2017	JA7059
Dkt. 7354, Aldridge Objectors’ Objections regarding: Co-Lead Class Counsel’s Application for an Award of Attorneys’ Fees, filed Mar. 27, 2017	JA7073

Dkt. 7355, Aldridge Objectors’ Objections regarding: Co-Lead Class Counsel’s Application for an Award of Attorneys’ Fees, filed Mar. 27, 2017.....	JA7076
Dkt. 7356, Certain Plaintiffs’ Response in Opposition to Petition for Adoption of Set-Aside of Five Percent of Each Monetary Award and Derivative Claimant Award, filed Mar. 27, 2017	JA7145
Dkt. 7360, Objection by Plaintiff(s) to Request for Attorneys’ Fees and Holdback, filed Mar. 27, 2017	JA7150
Dkt. 7363, Notice of Joinder in Estate of Kevin Turner’s Response and Limited Opposition to Co-Lead Counsel’s Petition for an Award of Attorneys’ Fees, filed Mar. 27, 2017.....	JA7160
Dkt. 7364, Application/Petition of Objectors Preston and Katherine Jones for Award of Attorneys’ Fees, filed Mar. 27, 2017	JA7167
Dkt. 7366, Faneca Objectors’ Preliminary Response in Support regarding: Petition for an Award of Attorney Fees and in Response to Dkts. 7151, 7161, 7230 and 7237, filed Mar. 27, 2017	JA7170
Dkt. 7366-1, Exhibit A, Declaration of Joseph Floyd.....	JA7188
Dkt. 7366-2, Exhibit B, Armstrong Objectors’ Memorandum of Law.....	JA7223
Dkt. 7366-3, Exhibit C, Revised Summary of Expenses	JA7259
Dkt. 7367, Plaintiffs’ Joinder to Objections regarding: Co-Lead Counsel’s Petition for an Award of Attorneys’ Fees, filed Mar. 27, 2017	JA7261
Dkt. 7370, Anderson Objector’s Second Supplemental Notice of Fee Objections, filed Mar. 27, 2017	JA7264
Dkt. 7373, Plaintiffs’ Objections to Co-Lead Class Counsel’s Request for Five Percent Set Aside, filed Mar. 27, 2017	JA7269
Dkt. 7375, Plaintiffs’ Notice of Joinder in Objections to Co-Lead Class Counsel’s Petition for Fees, Reimbursements, and Adoption of Set-Aside Award, filed Mar. 28, 2017.....	JA7275

Dkt. 7403, Order Granting Deandra Cobb’s Motion To Accept Objection to Five Percent Set-Aside File, filed Mar. 29, 2017	JA7277
Dkt. 7404, Plaintiffs’ Response Objection regarding: Co-Lead Class Counsel’s Petition for Five Percent Set-Aside, filed Mar. 29, 2017	JA7278
Dkt. 7409, Plaintiffs’ Motion for Extension of Time To File Answer, filed Mar. 29, 2017.....	JA7287
Dkt. 7446, Order That Pursuant to Federal Rules of Civil Procedure 72b Referring All Petitions for Individual Attorney' Liens, filed Apr. 4, 2017	JA7289
Dkt. 7453, Order Granting Motion To Accept Joinder in Objections to Co-Lead Class Counsel’s Petition for Fees, filed Apr. 6, 2017	JA7290
Dkt. 7463, Response in Opposition regarding: Motion for Joinder, filed Apr. 10, 2017	JA7291
Dkt. 7464, Co-Lead Class Counsel’s Memorandum in Support regarding: Fee Petition, filed Apr. 10, 2017	JA7308
Dkt. 7464-1, Supplemental Seeger Declaration, filed Apr. 10, 2017	JA7385
Dkt. 7464-2, Exhibit Z, Declaration of Bradford R. Sohn	JA7396
Dkt. 7464-3, Exhibit AA, Petition to Appeal	JA7404
Dkt. 7464-4, Exhibit BB, Reply in Support	JA7437
Dkt. 7464-5, Exhibit CC, Corrected Opening Brief.....	JA7456
Dkt. 7464-6, Exhibit DD, Appellants’ Reply Brief.....	JA7529
Dkt. 7464-7, Exhibit EE, Class Opposition to Motion for Judicial Notice.....	JA7558
Dkt. 7464-8, Exhibit FF, Appellants’ Opposition to Motion to Expedite Appeals	JA7570
Dkt. 7464-9, Exhibit GG, Petition for a Writ of Certiorari	JA7574
Dkt. 7464-10, Exhibit HH, Petitioner’s Reply Brief.....	JA7615

Dkt. 7464-11, Exhibit II, U.S. Supreme Court Docket for <i>Armstrong v. NFL</i>	JA7630
Dkt. 7464-12, Exhibit JJ, An Updated Analysis of the NFL Concussion Settlement.....	JA7635
Dkt 7464-13, Exhibit KK, Declaration of Orran. L. Brown, Sr.....	JA7733
Dkt. 7533, Aldridge Objectors’ Objections regarding: Co-Lead Class Counsel’s Omnibus Reply, filed Apr. 21, 2017.....	JA7738
Dkt. 7534, Aldridge Objectors’ Motion for Leave To Serve Fee- Petition Discovery, filed Apr. 21, 2017	JA7750
Dkt. 7550, Faneca Objectors’ Reply to Response to Motion for Attorney Fees, filed Apr. 25, 2017	JA7756
Dkt 7550-1, Expert Declaration of Joseph J. Floyd, filed Apr. 25, 2017	JA7776
Dkt. 7555, Reply in Support regarding: Jones Objectors’ Fee Petition, filed Apr. 26, 2017	JA7785
Dkt. 7605, Co-Lead Class Counsel’s Motion To Strike Aldridge Objectors’ Objections as Unauthorized Sur-Reply, filed May 5, 2017.....	JA7790
Dkt. 7606, Co-Lead Class Counsel’s Memorandum of Law regarding: Aldridge Objectors’ Motion for Discovery and Objections as Unauthorized Sur-Reply, filed May 5, 2017.....	JA7793
Dkt. 7608, Armstrong Objectors’ Reply regarding: Their Attorneys’ Fee Petition, filed May 5, 2017.....	JA7820
Dkt. 7621, Mitnick Law Office’s Brief and Statement of Issues in Support of Request for Review of Objectors’ Fee Petition, filed May 9, 2017	JA7828
Dkt. 7626, Aldridge Objectors’ Response in Opposition regarding: Co-Lead Class Counsel’s Motion To Strike Aldridge Objectors’ Objections as Unauthorized Sur-Reply, filed May 12, 2017.....	JA7844

Dkt. 7627, Aldridge Objectors’ Memorandum of Law regarding: Co-Lead Class Counsel’s Motion To Strike Aldridge Objectors’ Objections as Unauthorized Sur-Reply, filed May 12, 2017	JA7847
Dkt. 7708, Faneca Objectors’ Reply to Response to Motion regarding: Faneca Objectors’ Motion for Attorney Fees and Mitnick Law Office’s Brief and Statement of Issues, filed May 18, 2017	JA7856
Dkt. 7710, Co-Lead Class Counsel’s Reply to Response to Motion regarding: Co-Lead Class Counsel’s Motion To Strike Aldridge Objectors’ Objections as Unauthorized Sur-Reply, filed May 19, 2017	JA7863
Dkt. 8310, Order To Show Cause regarding: Fees and Expenses, filed Aug. 23, 2017	JA7872
Dkt. 8327, Co-Class Counsel’s Response to Order To Show Cause and Request for Clarification and Extension of Time, filed Aug. 28, 2017	JA7891
Dkt. 8330, Notice by Plaintiff(s) regarding: Co-Lead Class Counsel’s Fee Petition, filed Aug. 29, 2017	JA7895
Dkt. 8350, Aldridge Objectors’ Response regarding: Aug. 23, 2017 Order, filed Aug. 31, 2017	JA7898
Dkt. 8354, Co-Lead Class Counsel’s Response in Opposition regarding: Notice by Plaintiff(s) For Appointment of Magistrate, filed Sept. 5, 2017	JA7909
Dkt. 8358, Order regarding: the Court’s Continuing and Exclusive Jurisdiction under Article XXVII of the Amended Class Action Settlement, filed Sept. 7, 2017	JA7913
Dkt. 8364, Reply to Co-Lead Class Counsel’s Response to Request To Appoint Magistrate Judge, filed Sept. 11, 2017	JA7916
Dkt. 8367, Order Directing the Filing of Declarations regarding: Proposed Fee Allocation, filed Sept. 12, 2017	JA7920
Dkt. 8372, Notice regarding: Professor William B. Rubenstein’s Appointment as Advisor to Plaintiff’s Steering Committee, filed Sept. 13, 2017	JA7921

Dkt. 8376, Order Appointing Professor Rubenstein as an Expert Witness on Attorneys’ Fees, filed Sept. 14, 2017.....	JA7923
Dkt. 8395, Aldridge Objectors’ First Supplement in Support of Objections, filed Sept. 20, 2017.....	JA7926
Dkt. 8396, Aldridge Objectors’ Motion To Compel Compliance with Case Management Order No. 5, filed Sept. 20, 2017	JA7931
Dkt. 8440, Co-Lead Class Counsel’s Response in Opposition regarding: Aldridge Objectors’ Motion To Compel, filed Oct. 4, 2017.....	JA7933
Dkt. 8447, Seeger Declaration regarding: Proposed Fee Allocation Order, filed Oct. 10, 2017	JA7943
Dkt. 8447-1, Exhibit to Declaration of Christopher A. Seeger in Support of Proposed Allocation	JA7965
Dkt. 8447-2, Declaration of Brian T. Fitzpatrick	JA7967
Dkt. 8448, Order Directing Filing of Counter-Declarations regarding: Attorneys’ Fees, filed Oct. 12, 2017	JA7980
Dkt. 8449, Aldridge Objectors’ Reply to Co-Lead Class Counsel’s Response to Their Motion To Compel Compliance with Case Management Order No. 5, filed Oct. 12, 2017	JA7981
Dkt. 8470, Co-Lead Class Counsel’s Motion for Order Directing the Claims Administrator To Withhold Any Portions of Class Member Monetary Awards, filed Oct. 23, 2017	JA7987
Dkt. 8532, Armstrong Objectors’ Response to Class Counsel’s Proposed Allocation of Common Benefit Attorneys’ Fees, filed Oct. 25, 2017.....	JA7992
Dkt. 8556, Counter-Declaration of Jason E. Luckasevic regarding: Fee Allocation, filed Oct. 26, 2017.....	JA7996
Dkt. 8653, Declaration of Craig R. Mitnick regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8005

Dkt. 8701, Co-Lead Class Counsel Anapol Weiss’s Proposed Alternative Methodology for Fee Allocation, filed Oct. 27, 2017	JA8020
Dkt. 8709, Declaration of Gene Locks, Class Counsel, regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8051
Dkt. 8719, Counter- Declaration of Thomas V. Girardi regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8086
Dkt. 8720, Declaration of Anthony Tarricone in Opposition regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8095
Dkt. 8720-1, Exhibit to Declaration of Anthony Tarricone	JA8107
Dkt. 8720-2, Kreindler & Kreindler LLP Opposition to Co-Lead Counsel’s Petition for an Award of Common Benefit Attorneys’ Fees	JA8109
Dkt. 8721, Declaration of Michael L. McGlamry regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8122
Dkt. 8722, Declaration of Charles S. Zimmerman regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8141
Dkt. 8723, Response by Neurocognitive Football Lawyers and The Yerid Law Firm In Support of Seeger Declaration regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8158
Dkt. 8724, Declaration of Derriel C. McCorvey regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8167
Dkt. 8725, Declaration of Lance H. Lubel regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8179
Dkt. 8726, Faneca Objectors’ Response in Opposition to Seeger Declaration regarding: Fee Allocation, filed Oct. 27, 2017	JA8192
Dkt. 8727, Declaration of James T. Capretz regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8206
Dkt. 8728, Declaration of Steven C. Marks regarding: Fee Allocation, filed Oct. 27, 2017.....	JA8212

Dkt. 8900, Order Directing Filing of Omnibus Replies regarding: Counter-Declarations, filed Nov. 7, 2017	JA8215
Dkt. 8915, Notice by Class Counsel regarding: Settlement Implementation, filed Nov. 10, 2017	JA8216
Dkt. 8917, Notice by Mitnick Law Office, filed Nov. 10, 2017	JA8218
Dkt. 8929, Order regarding: Extension for Omnibus Reply, filed Nov. 17, 2017	JA8219
Dkt. 8934, Co-Lead Class Counsel’s Omnibus Reply to Responses, Objections, and Counter-Declarations regarding: Fee Petition, filed Nov. 17, 2017	JA8221
Dkt. 8934-1, Supplemental Declaration of Brian T. Fitzpatrick, filed Nov. 17, 2017	JA8267
Dkt. 8937, Plaintiffs’ Motion for Leave To File Sur-Reply Counter- Declaration of Jason E. Luckasevic regarding: Fee Allocation, filed Nov. 21, 2017	JA8270
Dkt. 8945, Zimmerman Reed LLP’s Motion for Leave To File a Sur- Reply Declaration regarding: Fee Allocation, filed Nov. 22, 2017	JA8274
Dkt. 8963, Pope McGlamry, P.C.’s Motion for Leave To File Sur- Reply Declaration regarding: Fee Allocation, filed Nov. 28, 2017	JA8276
Dkt. 9508, Order Denying Motions for Leave To File Sur-Reply Declaration, filed Dec. 5, 2017	JA8279
Dkt. 9510, Order Denying the Aldridge Objectors’ Motion To Compel Compliance with Case Management Order No. 5, filed Dec. 5, 2017	JA8280
Dkt. 9526, Export Report of Professor William B. Rubenstein, filed Dec. 11, 2017	JA8281
Dkt. 9527, Receipt of Expert’s Report and Notice regarding: Rubenstein Report Responses, filed Dec. 11, 2017	JA8376

Dkt. 9536, Aldridge Objectors’ Motion for Reconsideration regarding: Extension of Time for Rubenstein Report Responses Notice, filed Dec. 19, 2017	JA8378
Dkt. 9545, Response by the Locks Law Firm to Rubenstein Report, filed Jan. 2, 2018	JA8381
Dkt. 9547, Response by Goldberg, Persky and White, P.C.; Girardi Keese; and Russomanno & Borrello to Rubenstein Report, filed Jan. 3, 2018	JA8392
Dkt. 9548, Response by Anapol Weiss to Rubenstein Report, filed Jan. 3, 2018	JA8399
Dkt. 9549, Response by the Mokaram Law Firm; The Buckley Law Group; and The Stern Law Group to Rubenstein Report, filed Jan. 3, 2018	JA8402
Dkt. 9550, Response and Declaration of Robert A. Stein to Rubenstein Report, filed Jan. 3, 2018	JA8415
Dkt. 9551, Response by The Yerrid Law Firm and Neurocognitive Football Lawyers to Rubenstein Report, filed Jan. 3, 2018.....	JA8420
Dkt. 9552, Response by Co-Lead Class Counsel to Rubenstein Report, filed Jan. 3, 2018	JA8431
Dkt. 9552-1, Declaration of Christopher A. Seeger	JA8443
Dkt. 9553, Zimmerman Reed LLP’s Joinder to the Response of the Locks Law Firm to the Rubenstein Report, filed Jan. 3, 2018	JA8455
Dkt. 9554, Response by the Aldridge Objectors to Rubenstein Report, filed Jan. 3, 2018	JA8457
Dkt. 9555, Notice of Joinder by Robins Cloud, LLP regarding: Responses to Rubenstein Report, filed Jan. 3, 2018.....	JA8469
Dkt. 9556, Response by Class Counsel Podhurst Orseck, P.A. to Rubenstein Report, filed Jan. 3, 2018	JA8471

Dkt. 9561, Order regarding: Appointment of Dennis R. Suplee to Represent <i>pro se</i> Settlement Class Members Where There Has Been a Demonstrated Need for Legal Counsel, filed January 8, 2018.	JA8476
Dkt. 9571, Reply of Professor William B. Rubenstein to Responses to Expert Report, filed Jan. 19, 2018	JA8477
Dkt. 9576, Order Permitting Sur-Reply Filings in Response to Professor Rubenstein’s Reply, filed Jan. 23, 2018	JA8493
Dkt. 9577, Mitnick Law Office’s First Motion To Compel, filed Jan 26, 2018	JA8494
Dkt. 9581, Memorandum of Law regarding: Sur-Reply of NFL, Inc., and NFL Properties LLC to Rubenstein’s Reply to Responses, filed Jan. 30, 2018	JA8498
Dkt. 9587, Notice by Plaintiff(s) regarding: Sur-Reply of X1Law to Rubenstein’s Reply to Responses, filed Jan. 30, 2018	JA8500
Dkt. 9588, Notice by Plaintiff(s) regarding: Aldridge Objectors’ Sur-Reply to Rubenstein’s Reply to Responses, filed Jan. 30, 2018	JA8506
Dkt. 9753-1, Exhibit A, Curriculum Vitae of Brian R. Ott, M.D.	JA8513
Dkt. 9753-2, Exhibit B, Curriculum Vitae of Mary Ellen Quiceno, M.D., F.A.A.N.	JA8564
Dkt. 9757, Order regarding: Joint Application by Co-Lead Class Counsel and Counsel for the NFL and NFL Properties, LLC for Appointment of Two Appeals Advisory Panel Members and Removal of One Appeals Advisory Panel Member, filed Mar. 6, 2018.....	JA8577
Dkt. 9760, Order Adopting Rules Governing Attorney's Liens, filed Mar. 6, 2018	JA8581
Dkt. 9786, Class Counsel’s Motion To Appoint the Locks Law Firm as Administrative Class Counsel, filed Mar. 20, 2018	JA8603
Dkt. 9813, Pope McGlamry P.C.’s Motion for Joinder regarding: Administrative Class Counsel, filed Mar. 26, 2018.....	JA8628

Dkt. 9816, Motion for Joinder by Locks Law Firm regarding: Hearing To Correct Fundamental Implementation Failures in Claims Processing, filed Mar. 26, 2018	JA8632
Dkt. 9819, Motion for Joinder by Provost Umphrey Law Firm, LLP regarding: Administrative Class Counsel, filed Mar. 27, 2018	JA8635
Dkt. 9820, Zimmerman Reed LLP’s Joinder in Request for Action To Correct Implementation Failures in the Claims and BAP Administration, filed Mar. 27, 2018	JA8638
Dkt. 9821, Motion for Joinder by McCorvey Law, LLC regarding: Administrative Class Counsel, filed Mar. 27, 2018.....	JA8650
Dkt. 9824, Motion for Joinder by Lieff Cabraser Heinmann & Bernstein, LLP regarding: Hearing Request on Claims Settlement Process, filed Mar. 28, 2018	JA8654
Dkt. 9829, Motion for Joinder by Law Office of Hakimi & Shahriari regarding: Administrative Class Counsel, filed Mar. 28, 2018	JA8659
Dkt. 9830, Motion for Joinder by Casey Gerry regarding: Administrative Class Counsel, filed Mar. 28, 2018.....	JA8664
Dkt. 9831, Motion for Joinder by Podhurst Orseck regarding: Administrative Class Counsel, filed Mar. 29, 2018.....	JA8667
Dkt. 9833, Order regarding: Hearing as to Allocation, filed Mar. 28, 2018.....	JA8671
Dkt. 9834, Motion for Joinder by Mitnick Law Office regarding: Administrative Class Counsel, filed Mar. 29, 2018.....	JA8677
Dkt. 9835, Co-Lead Class Counsel’s Letter regarding: Administrative Class Counsel, filed Mar. 29, 2018.....	JA8683
Dkt. 9836, Motion for Joinder by Wyatt Law regarding: Administrative Class Counsel, filed Mar. 29, 2018.....	JA8685
Dkt. 9837, Motion for Joinder by Robin Clouds LLP regarding: Administrative Class Counsel, filed Mar. 29, 2018.....	JA8688

Dkt. 9838, Notice by the Locks Law Firm In Response to Request for Deadline for Joinders and Date of Response Motion, filed Mar. 29, 2018.....	JA8690
Dkt. 9839, Motion for Joinder by Anapol Weiss regarding: Hearing Request on Claims Settlement Process, filed Mar. 29, 2018.....	JA8691
Dkt. 9840, Notice by the Locks Law Firm in Response to Request for Deadline for Joinders and Date of Response to Motion, filed Mar. 30, 2018.....	JA8694
Dkt. 9842, Motion for Joinder by Kreindler & Kreindler LLP regarding: Administrative Class Counsel, filed Mar. 30, 2018	JA8696
Dkt. 9843, Motion for Joinder by the Yerrid Law Firm and Neurocognitive Football Lawyers, filed Mar. 30, 2018	JA8700
Dkt. 9845, Order Directing Filing of Motions for Joinder, filed Apr. 2, 2018	JA8720
Dkt. 9847, Notice by Robins Cloud LLP of Withdrawal of Joinder regarding: Administrative Class Counsel, filed Apr. 2, 2018	JA8722
Dkt. 9848, Motion for Joinder by the Locks Law Firm to Anapol Weiss’s Motion To Compel regarding: Reimbursement of Common Benefit Expenses and Establishment of Education Fund, filed Apr. 3, 2018	JA8724
Dkt. 9851, Notice by Lieff Cabraser Heinmann & Bernstein LLP of Withdrawal of Joinder regarding: Administrative Class Counsel, filed Apr. 3, 2018	JA8730
Dkt. 9852, Co-Lead Class Counsel’s Response to Motion for Joinder Seeking Court Intervention, filed Apr. 3, 2018	JA8733
Dkt. 9853, Motion for Joinder by Hagen Roskopf LLC regarding: Administrative Class Counsel, filed Apr. 3, 2018	JA8736
Dkt. 9854, Motion for Joinder by Smith Stallworth PA regarding: Administrative Class Counsel, filed Apr. 3, 2018	JA8741

Dkt. 9855, Motion for Joinder by Berkowitz and Hanna LLC regarding: Administrative Class Counsel and For a Hearing, filed Apr. 3, 2018	JA8743
Dkt. 9856, Motion for Joinder by Aldridge Objectors’ regarding: Administrative Class Counsel, filed Apr. 3, 2018	JA8750
Dkt. 9856-1, Memorandum in Support of Movants’ Joinder in the Motion of Class Counsel, the Locks Law Firm, for Appointment of Administrative Class Counsel.....	JA8752
Dkt. 9856-2, Exhibit A, Email correspondence dated Sept. 20, 2018	JA8761
Dkt. 9856-3, Exhibit B, Email correspondence dated Oct. 19, 2017	JA8762
Dkt. 9856-4, Exhibit C, Email correspondence dated Feb. 19, 2018	JA8764
Dkt. 9860, Memorandum of Hon. Anita Brody Granting Co-lead Counsel’s Petition for Award of Attorneys’ Fees and Reimbursement of Expenses, filed Apr. 5, 2018.....	JA8766
Dkt. 9862, Memorandum Opinion regarding: Attorneys’ Fees, filed Apr. 5, 2018	JA8786
Dkt. 9865, Co-Lead Class Counsel’s Response to Motion regarding: Cost Reimbursement, filed Apr. 5, 2018	JA8796
Dkt. 9870, Claims Administrator’s Response to Locks Law Firm’s Motion for Partial Joinder, filed Apr. 9, 2018	JA8802
Dkt. 9874, Co-Lead Class Counsel’s Notice regarding: Class Counsel’s Attorneys’ Fee Award, filed Apr. 11, 2018	JA8837
Dkt. 9881, Co-Lead Class Counsel’s Response to Locks Law Firm’s Motion for Partial Joinder, filed Apr. 13, 2018	JA8839
Dkt. 9885, Co-Lead Class Counsel’s Response in Opposition regarding: Administrative Class Counsel, filed Apr. 13, 2018	JA8847
Dkt. 9890, Order Denying the Motion of Class Counsel Locks Law Firm for Appointment of Administrative Class Counsel, filed Apr. 18, 2018	JA8884

Dkt. 9920, Tarricone Declaration regarding: Mar. 28, 2018 Order, filed May 1, 2018	JA8886
Dkt. 9921, Locks Law Firm’s Motion for Reconsideration of the Denial of the Locks Law Firm’s Motion for Appointment of Administrative Class Counsel, filed May 1, 2018	JA8891
Dkt. 9926, Aldridge Objectors’ Motion for New Trial, filed May 2, 2018	JA8906
Dkt. 9955, Order Directing Firms Seeking Attorneys’ Fees To File Materials, filed May 3, 2018	JA8908
Dkt. 9970, Amended Order for Hearing, filed May 7, 2018	JA8910
Dkt. 9985, Order Denying the Motion for Entry of Case Management Order Governing Applications for Attorneys’ Fees; Cost Reimbursements; and Further Fee Set-Aside, filed May 14, 2018	JA8912
Dkt. 9990, Declaration by Mitnick Law Office regarding: Independent Fee Petition, filed May 14, 2018	JA8913
Dkt. 9993, Co-Lead Class Counsel’s Response in Opposition regarding: Motion for Reconsideration of Administrative Class Counsel, filed May 15, 2018	JA8916
Dkt. 9995, Faneca Objectors’ Statement regarding: Improvements to Preliminarily-Approved Settlement, filed May 16, 2018	JA8921
Dkt. 9996, Co-Lead Class Counsel’s Response in Opposition regarding: Motion for New Trial, filed May 16, 2018	JA8925
Dkt. 10000, Co-Lead Class Counsel’s PowerPoint from May 15, 2018 Hearing, filed May 17, 2018	JA8939
Dkt. 10001, Anapol Weiss’s Motion for Leave To File Supplemental Memorandum regarding: Allocation of Common Benefit Fees, filed May 17, 2018	JA8954
Dkt. 10004, Order regarding: Hearing Concerning Attorneys’ Fees, filed May 21, 2018	JA8961

Dkt. 10007, Order Denying Anapol Weiss’ Motion for Leave To File Supplemental Memorandum regarding: Allocation of Common Benefit Fees, filed May 21, 2018.....	JA8963
Dkt. 10016, Letter Brief by the Locks Law Firm, filed May 22, 2018.....	JA8964
Dkt. 10017, Co-Lead Class Counsel’s Response regarding: Locks Law Firm’s Letter Brief, filed May 23, 2018	JA8968
Dkt. 10019, Explanation and Order of Judge Brody re Allocation of Attorneys’ Fees, filed May 24, 2018	JA8971
Dkt. 10022, Aldridge Objectors’ Motion To Stay regarding: Attorneys’ Fees Allocation, filed May 25, 2018	JA8998
Dkt. 10023, Order Finding as Moot Motion To Strike Class Counsel’s Sur-Reply regarding: Fee Allocation, filed May 29, 2018	JA9000
Dkt. 10026, Co-Lead Class Counsel’s Response regarding: Mitnick Law Office’s Petition for Independent Award of Attorneys’ Fees, filed May 29, 2018	JA9001
Dkt. 10031, Co-Lead Class Counsel’s Response in Opposition regarding: Aldridge Objectors’ Motion To Stay, filed May 31, 2018.....	JA9004
Dkt. 10039, Aldridge Objectors’ Reply to Response to Motion regarding: Motion To Stay, filed June 1, 2018	JA9015
Dkt. 10073, The Locks Law Firm’s Motion for Reconsideration of the Court’s Explanation and Order, filed June 7, 2018	JA9025
Dkt. 10085, Order Denying as Moot the Aldridge Objectors’ Motion To Reconsider Withdrawal of Fed. R. Evid. 706 Deposition, filed June 19, 2018	JA9034
Dkt. 10086, Order Denying as Moot the Motion Requesting the Court To Direct the Relevant Parties To Negotiate on the Allocations of the Common Benefit Fund, filed June 19, 2018.....	JA9035
Dkt. 10091, Co-Lead Class Counsel’s Response in Opposition regarding: the Locks Law Firm’s Motion for Reconsideration, filed June 19, 2018	JA9036

Dkt. 10096, Faneca Objectors’ Notice of Filing Hearing Slides, filed June 22, 2018	JA9042
Dkt. 10105, Certified Copy of Order from the USCA, filed June 28, 2018	JA9048
Dkt. 10119, Order Denying Motion for Reconsideration of the Denial of Locks Law Firm’s Motion for Appointment of Administrative Class Counsel, filed July 2, 2018.....	JA9049
Dkt. 10127, Order Denying Motion for Reconsideration of the Court's Explanation and Order ECF Nos. 10072 and 10073, filed July 10, 2018	JA9051
Dkt. 10128, First Verified Petition of Co-Lead Class Counsel Christopher A. Seeger for an Award of Post-Effective Date Common Benefit Attorneys’ Fees and Costs, filed July 10, 2018	JA9052
Dkt. 10134, Transcript of May 15, 2018 Hearing, filed July 13, 2018.....	JA9073
Dkt. 10145, Status Report of Co-Lead Class Counsel, filed July 18, 2018.....	JA9198
Dkt. 10165, Aldridge Objectors’ Objections regarding: Post-Effective Date Fees, filed July 24, 2018.....	JA9205
Dkt. 10165-1, Exhibit 1, Declaration of Christopher A. Seeger	JA9221
Dkt. 10165-2, Exhibit 2, Letter from Craig R. Mitnick to Judge Brody dated Apr. 16, 2018	JA9224
Dkt. 10165-3, Text of Proposed Order	JA9229
Dkt. 10188, Notice of Appeal of Locks Law Firm from the May 24, 2108 Explanation and Order ECF No. 10019, filed August 2, 2018.....	JA9230
Dkt. 10261, Zimmerman Reed LLP’s Objection regarding: Post- Effective Date Fees, filed Sept. 18, 2018	JA9233
Dkt. 10278, Declaration of Christopher A. Seeger regarding: Post- Effective Date Fees, filed Sept. 27, 2018	JA9242

Dkt. 10283, Order Adopting Amended Rules Governing Attorneys' Liens, filed Oct. 3, 2018	JA9248
Dkt. 10294, Order Adopting Amended Rules Governing Petitions for Deviation from the Fee Cap, filed Oct. 10, 2018.....	JA9272
Dkt. 10368, Report and Recommendation of Magistrate Judge Strawbridge, filed January 7, 2109 ..	JA9290
Dkt. 10374, Second Verified Petition of Co-Lead Class Counsel Seeger for Award of Post-Effective Date Common Benefit Attorneys Fees and Costs, filed January 10, 2109	JA9383
Dkt. 10624, Order regarding: Vacating appointments of all Class Counsel, Co-Lead Class Counsel, and Subclass Counsel and Reappointing Christopher A. Seeger as Class Counsel, filed May, 24, 2019	JA9402
Dkt. 10677, Report and Recommendation of Magistrate Strawbridge, filed June 20, 2109	JA9404
Dkt. 10756-1, David Buckley, PLLC, Mokaram Law Firm and Stern Law Group's Petition to Establish Attorney's Lien, filed July 18, 2019	JA9425
Dkt. 10767, Third Verified Petition of Class Counsel Seeger for Award of Post-Effective Date Common Benefit Attorneys Fees and Costs, filed July 25, 2109	JA9428

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*
Plaintiffs,

v.

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,
Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

Civ. Action No. 14-00029-AB

- MOTION OF PROPOSED CLASS COUNSEL FOR AN ORDER:**
(1) GRANTING PRELIMINARY APPROVAL OF THE CLASS ACTION
SETTLEMENT AGREEMENT;
(2) CONDITIONALLY CERTIFYING A SETTLEMENT CLASS AND SUBCLASSES;
(3) APPOINTING CO-LEAD CLASS COUNSEL, CLASS COUNSEL AND
SUBCLASS COUNSEL;
(4) APPROVING THE DISSEMINATION OF CLASS NOTICE;
(5) SCHEDULING A FAIRNESS HEARING; AND
(6) STAYING MATTERS AS TO THE RELEASED PARTIES AND
ENJOINING PROPOSED SETTLEMENT
CLASS MEMBERS FROM PURSUING RELATED LAWSUITS

Plaintiffs' Proposed Class Counsel move, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(e), for the entry of the Proposed Preliminary Approval and Class Certification Order, attached as Exhibit A. The proposed order seeks: (1) preliminary approval

of the Class Action Settlement Agreement; (2) conditional certification of a Settlement Class and Subclasses; (3) appointment of Co-Lead Class Counsel, Class Counsel and Subclass Counsel; (4) approval of the dissemination of Class Notice; (5) scheduling of a Fairness Hearing; and (6) the stay of matters as to the Released Parties and enjoinder of proposed Settlement Class Members from pursuing Related Lawsuits.

1. The terms of the Settlement are set forth in the Settlement Agreement, dated June 25, 2014, attached as Exhibit B.

2. The relief sought in this Motion is supported by:

a. Declaration of Katherine Kinsella, attached as Exhibit C (which includes as exhibits thereto, the proposed Long-Form Notice to Retired NFL Football Players and their Representative Claimants and Derivative Claimants, and the Summary Notice);

b. Declaration of Mediator and Former United States District Court Judge Layn R. Phillips in Support of Preliminary Approval of Settlement, attached as Exhibit D.

c. Memorandum of Law In Support of Motion of Proposed Class Counsel for an Order: (1) Granting Preliminary Approval of the Class Action Settlement Agreement; (2) Conditionally Certifying a Settlement Class and Subclasses; (3) Appointing Co-Lead Class Counsel, Class Counsel, and Subclass Counsel; (4) Approving the Dissemination of Class Notice; (5) Scheduling a Fairness Hearing; and (6) Staying Matters as to the Released Parties and Enjoining Proposed Settlement Class Members from Pursuing Related Lawsuits, filed contemporaneously herewith.

WHEREFORE, Proposed Class Counsel request that the Court enter the proposed Preliminary Approval and Class Certification Order.

Dated: June 25, 2014

Respectfully Submitted:

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Exhibit A

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4. The following nationwide Settlement Class is conditionally certified, for settlement purposes only, and shall consist of:

- a. All living NFL Football Players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club (“Retired NFL Football Players”);
- b. Authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players (“Representative Claimants”); and
- c. Spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player (“Derivative Claimants”).

5. The following Settlement Subclasses are conditionally certified for settlement purposes only:

- a. Subclass 1, which shall consist of: Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis¹ prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants; and,
- b. Subclass 2, which shall consist of: Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of Chronic Traumatic Encephalopathy.

6. The following Subclass representatives are preliminarily appointed for each of the Settlement Subclasses:

- a. Subclass 1: Shawn Wooden; and
- b. Subclass 2: Kevin Turner.

7. Christopher A. Seeger, Sol Weiss, Arnold Levin, Dianne M. Nast, Steven C. Marks, and Gene Locks are appointed as Class Counsel.

¹ A “Qualifying Diagnosis” is defined in Settlement Agreement as Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer’s Disease, Parkinson’s Disease, ALS and/or Death with CTE, as set forth in Exhibit 1 (Injury Definitions) to the Settlement Agreement.

8. Christopher A. Seeger and Sol Weiss are appointed as Co-Lead Class Counsel.
9. Arnold Levin is appointed as Subclass Counsel for Subclass 1 and Dianne M. Nast is appointed as Subclass Counsel for Subclass 2.
10. Plaintiffs' Executive Committee and Plaintiffs' Steering Committee are appointed as Of Counsel.
11. The Garretson Resolution Group, Inc. is preliminarily appointed to serve as the Baseline Assessment Program ("BAP") Administrator and Lien Resolution Administrator.
12. BrownGreer PLC ("BrownGreer") is preliminarily appointed to serve as the Claims Administrator.
13. Citibank, N.A. is preliminarily appointed as the Trustee.
14. Kinsella Media, LLC is appointed to serve as the Settlement Class Notice Agent.
15. The Long-Form Notice to Settlement Class Members and the Summary Notice, attached hereto as Exhibits 1 and 2, respectively, are approved and meet the requirements of Fed. R. Civ. P. 23(e) and Fed. R. Civ. P. 23(c)(2)(B) and of due process.
16. The protocol for dissemination of notice to Settlement Class and Subclass Members, as set forth in the Settlement Class Notice Plan (attached to the Declaration of Katherine Kinsella), is approved.
17. By _____, **2014**, Co-Lead Class Counsel shall cause the Long-Form Notice to be sent via first-class mail, postage prepaid to: (i) all known Retired NFL Football Players, their Representative Claimants and Derivative Claimants and (ii) counsel for Retired NFL Football Players, their Representative Claimants and Derivative Claimants, if known. Where an attorney represents more than one Settlement Class Member, it shall be sufficient to provide that attorney with a single copy of the notice. Notice to a Settlement Class Member's

counsel of record shall constitute notice to the Settlement Class Member, even if the Settlement Class Member does not receive independent notice.

18. On or before _____, **2014**, Co-Lead Class Counsel shall cause Publication Notice to be initiated by consumer publications in various Media as follows:

- a. Print Publications – Time, Ebony, People, and Sports Illustrated;
- b. Broadcast Television – National Network and Cable Television (which may include ABC, CBS, CNN, Headline News and The Weather Channel) and the NFL Network;
- c. Broadcast Radio (which may include American Urban Radio Networks);
- d. Online Media – Internet Banner Ads (NFL.com, CNN.com, Facebook.com, Weather.com, Senior Living Executive, Microsoft Media Network, Specific Media and Yahoo!) and Keyword Search (Google, including Google, AOL, and Ask.com and Bing, including Bing/MSN and Yahoo!).

19. The NFL Parties shall transfer the Class Notice Payment to Co-Lead Class Counsel, as set forth in Section 14.1(b) of the Settlement Agreement.

20. The Settlement Class Notice shall be posted on the Court’s website by _____, **2014**, so as to commence the notice period, as well as the Opt Out/Objection period.

21. The Opt Out procedure set forth in Section 14.2 of the Settlement Agreement is approved. Any Settlement Class Member wishing to Opt Out of the Settlement Class must notify BrownGreer (as the preliminarily approved Claims Administrator), in writing, of his or her intention to Opt Out of the Settlement Class, postmarked no later than _____, **2014**, which is the last day of the Opt Out/Objection period. To be effective, the Opt Out notice

must set forth the Settlement Class Member's printed name, address, telephone number, and date of birth and enclose a copy of his or her driver's license or other government issued identification, along with a sentence stating: "I wish to exclude myself from the Settlement Class in *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323" (or substantially similar clear and unambiguous language). The Opt Out notice must contain the dated Personal Signature of the individual Settlement Class Member. Attorneys for Settlement Class Members may submit a written request to Opt Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member.

22. The procedure for objecting to the Settlement, as set forth in Section 14.3 of the Settlement Agreement, is approved. All objections shall be postmarked no later than , 2014, or they will be deemed waived. All objections must contain the Personal Signature of the individual Settlement Class Member.

23. No later than fifteen (15) days prior to the Fairness Hearing, *i.e.*, by , 2014, BrownGreer (as the preliminarily appointed Claims Administrator) shall prepare and file with the Court, and serve on Counsel for the NFL Parties, and Class Counsel, a list of all persons who have timely Opted Out of the Settlement Class or objected to the Settlement.

24. Class Counsel and Counsel for the NFL Parties shall file any response to the objections, or any papers in support of final approval of the Settlement, no less than five (5) days prior to the date set for the Fairness Hearing, *i.e.*, by , 2014.

25. Any Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court no later

than _____, **2014**, a written notice of his or her intention to appear at the Fairness Hearing.

26. A formal Fairness Hearing shall take place on the _____ day of _____, 2014 at _____ o'clock in the a.m./p.m., in order to consider comments on and objections to the proposed Settlement and to consider whether: (a) to approve thereafter the Settlement as fair, reasonable and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure, (b) to finally certify the Settlement Class and Subclasses, and (c) to enter the Final Order and Judgment, as provided in Article XX of the Settlement Agreement. However, the Fairness Hearing shall be subject to adjournment by the Court without further notice, other than that which may be posted by the Court, on the Court's website.

27. This matter and all Related Lawsuits are stayed as to the Released Parties. There is no stay of any actions against Riddell. All proposed Settlement Class Members, as of the commencement of the notice period and the Opt Out/Objection period as set forth in Paragraph 20, are enjoined from filing, commencing, prosecuting, intervening in, participating in, continuing to prosecute and/or maintaining, as plaintiffs, claimants, or class members, any other lawsuit, including, without limitation, a Related Lawsuit, or administrative, regulatory, arbitration, or other proceeding in any jurisdiction (whether state, federal or otherwise), against Released Parties based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances at issue, in the Class Action Complaint, Related Lawsuits and/or the Released Claims, unless and until they have been excluded from the Settlement Class by action of the Court or until the Court denies approval of the Class Action Settlement, or until the Settlement Agreement is otherwise terminated, except that claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits will not be stayed or

enjoined. The stay of Related Lawsuits pursuant to this Order in courts other than this Court shall be effective as of the commencement of the notice period and the Opt Out/Objection period as set forth in Paragraph 20 and shall continue unless and until the proposed Settlement Class Member participating in any such Related Lawsuits has been excluded from the Settlement Class by action of the Court or until the Court denies approval of the Class Action Settlement, or until the Settlement Agreement is otherwise terminated.

28. The NFL Parties have the right to communicate orally and in writing with, and to respond to inquiries from, Settlement Class Members on matters unrelated to the Class Action Settlement in connection with the NFL Parties' normal business.

29. If the Settlement Agreement is terminated or is not consummated for any reason, the preliminary certification of the Settlement Class and Subclasses shall be void, and the Plaintiffs and NFL Parties shall be deemed to have reserved all of their rights to propose or oppose any and all class certification issues.

SO ORDERED this _____ day of _____, 2014.

Anita B. Brody
United States District Court Judge

Exhibit A-1

NFL Concussion Settlement

All Valid Claims of Retired NFL Football Players to be Paid in Full for 65 Years

Monetary Awards, Baseline Medical Exams and Other Benefits Provided

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The National Football League (“NFL”) and NFL Properties LLC (collectively, “NFL Parties”) have agreed to a Settlement of a class action lawsuit seeking medical monitoring and compensation for brain injuries allegedly caused by head impacts experienced in NFL football. The NFL Parties deny that they did anything wrong.
- The Settlement Class includes all retired players of the NFL, the American Football League (“AFL”) that merged with the NFL, the World League of American Football, NFL Europe League, and NFL Europa League, as well as immediate family members of retired players and legal representatives of incapacitated, incompetent or deceased retired players.
- The Settlement will provide eligible retired players with:
 - Baseline neuropsychological and neurological exams to determine if retired players are: a) currently suffering from any neurocognitive impairment, including impairment serious enough for compensation, and b) eligible for additional testing and/or treatment (\$75 million);
 - Monetary awards for diagnoses of ALS (Lou Gehrig’s disease), Parkinson’s Disease, Alzheimer’s Disease, early and moderate Dementia and certain cases of chronic traumatic encephalopathy (CTE) (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. There is no cap on the amount of funds available to pay these Monetary Awards and all valid claims will be paid in full for 65 years; and
 - Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million).
- Individuals who represent incapacitated, incompetent or deceased retired players, or family members who meet certain criteria may also file claims for monetary awards (*see* Question 6).
- To get money, proof that injuries were caused by playing NFL football is not required.
- **Settlement Class Members will need to register to get benefits. Settlement Class Members may sign up at the website for additional information about the Settlement and updates on the registration process.**
- Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE SETTLEMENT CLASS	You do not need to do anything to be included in the Settlement Class. However, once the Court approves the Settlement, you will be bound by the terms and releases contained in the Settlement. There will be later notice to explain when and how to register for Settlement benefits (<i>see</i> Question 26).
ASK TO BE EXCLUDED	You will get no benefits. This is the only option that allows you to participate in any other lawsuit against the NFL Parties about the claims in this case (<i>see</i> Question 30).

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECT	Write to the Court if you do not like the Settlement (<i>see</i> Question 35).
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- **This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at www.NFLConcussionSettlement.com.**

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

What This Notice Contains

CHAPTER 1: INTRODUCTION

BASIC INFORMATION.....Page 5

1. Why is this Notice being provided?
2. What is the litigation about?
3. What is a class action?
4. Why is there a Settlement?
5. What are the benefits of the Settlement?

WHO IS PART OF THE SETTLEMENT?Page 7

6. Who is included in the Settlement Class?
7. What players are not included in the Settlement Class?
8. What if I am not sure whether I am included in the Settlement Class?
9. What are the different levels of neurocognitive impairment?
10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM.....Page 9

11. What is the Baseline Assessment Program (“BAP”)?
12. Why should a retired player get a BAP baseline examination?
13. How does a retired player schedule a baseline assessment examination and where will it be done?

MONETARY AWARDS..... Page 10

14. What diagnoses qualify for monetary awards?
15. Do I need to prove that playing professional football caused the retired player’s Qualifying Diagnosis?
16. How much money will I receive?
17. How does the age of the retired player at the time of first diagnosis affect a monetary award?
18. How does the number of seasons a retired player played affect a monetary award?
19. How do prior strokes or brain injuries of a retired player affect a monetary award?
20. How is a retired player’s monetary award affected if he does not participate in the BAP program?
21. Can I receive a monetary award even though the retired player is dead?
22. Will this Settlement affect a retired player’s participation in NFL or NFLPA related benefits programs?
23. Will this Settlement prevent retired players from bringing workers’ compensation claims?

EDUCATION FUND.....Page 14

24. What types of education programs are supported by the Settlement?

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT.....Page 15

25. What am I giving up to stay in the Settlement Class?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

HOW TO GET BENEFITS.....Page 15

26. How do I get Settlement benefits?
27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?
28. Can I re-apply for compensation if my claim is denied?
29. Can I appeal the determination of my monetary award claim?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....Page 16

30. How do I get out of the Settlement?
31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?
32. If I exclude myself, can I still get benefits from this Settlement?

THE LAWYERS REPRESENTING YOU.....Page 17

33. Do I have a lawyer in the case?
34. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....Page 18

35. How do I tell the Court if I do not like the Settlement?
36. What is the difference between objecting to the Settlement and excluding myself?

THE COURT'S FAIRNESS HEARING.....Page 19

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?
38. Do I have to attend the hearing?
39. May I speak at the hearing?

GETTING MORE INFORMATION.....Page 19

40. How do I get more information?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 1: INTRODUCTION

BASIC INFORMATION

1. Why is this Notice being provided?

The Court in charge of this case authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice summarizes the Settlement and explains your legal rights and options.

Judge Anita B. Brody of the United States District Court for the Eastern District of Pennsylvania is overseeing this case. The case is known as *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323. The people who sued are called the "Plaintiffs." The National Football League and NFL Properties LLC are called the "NFL Defendants."

The Settlement may affect your rights if you are: (a) a retired player of the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League, (b) an authorized representative of a deceased or legally incapacitated or incompetent retired player of those leagues, or (c) an individual with a close legal relationship with a retired player of those leagues, such as a spouse, parent or child.

2. What is the litigation about?

The Plaintiffs claim that retired players experienced head trauma during their NFL football playing careers that resulted in brain injuries, which have caused or may cause them long-term neurological problems. The Plaintiffs accuse the NFL Parties of being aware of the evidence and the risks associated with repetitive traumatic brain injuries but failing to warn and protect the players against the long-term risks, and ignoring and concealing this information from the players. The NFL Parties deny the claims in the litigation.

3. What is a class action?

In a class action, one or more people, the named plaintiffs (who are also called proposed “class representatives”) sue on behalf of themselves and other people with similar claims. All of these people together are the proposed “class” or “class members.” When a class action is settled, one court resolves the issues for all class members (in the settlement context, “settlement class members”), except for those who exclude themselves from the settlement. In this case, the proposed class representatives are Kevin Turner and Shawn Wooden. Excluding yourself means that you will not receive any benefits from the Settlement. The process for excluding yourself is described in Question 30 of this Notice.

4. Why is there a Settlement?

After extensive settlement negotiations mediated by retired United States District Court Judge Layn Phillips, and further settlement negotiations under the supervision of the Court-appointed Special Master, Perry Golkin, the Plaintiffs and the NFL Parties agreed to the Settlement.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude litigation without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the claims of all persons affected (*see* Question 6) and the litigation between these persons and the NFL Parties are over. The persons affected by the Settlement are eligible for the benefits summarized in this Notice and the NFL Parties will no longer be legally responsible to defend against the claims made in this litigation.

The Court has not and will not decide in favor of the retired players or the other persons affected by the Settlement or the NFL Parties, and by reviewing this Settlement the Court is not making and will not make any findings that any law was broken or that the NFL Parties did anything wrong.

The proposed Class Representatives and their lawyers (“Co-Lead Class Counsel,” “Class Counsel,” and “Subclass Counsel,” *see* Question 33) believe that the proposed Settlement is best for everyone who is affected. The factors that Co-Lead Class Counsel, Class Counsel, and Subclass Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that are yet to be determined by the Court. Co-Lead Class Counsel, Class Counsel and Subclass Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

5. What are the benefits of the Settlement?

Under the Settlement, the NFL Parties will pay to fund:

- Baseline neuropsychological and neurological examinations for eligible retired players, and additional medical testing, counseling and/or treatment if they are diagnosed with moderate cognitive impairment during the baseline examinations (up to \$75 million, “Baseline Assessment Program”) (*see* Questions 11-13);
- Monetary awards for diagnoses of ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) and Death with CTE prior to [Date of Preliminary Approval Order] (*see* Questions 14-21); **All valid claims under the Settlement, without limitation, will be paid in full throughout the 65-year life of the Settlement (the “Monetary Award Fund”);** and
- Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million) (*see* Question 24).

In addition, the NFL Parties will pay the cost of notifying the Settlement Class. Administrative costs and expenses will be paid out of the Monetary Award Fund. The Baseline Assessment Program costs and expenses will be paid out of the Baseline Assessment Program Fund.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

The details of the Settlement benefits are in the Settlement Agreement, which is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

Note: The Baseline Assessment Program and Monetary Award Fund are completely independent of the NFL Parties and any benefit programs that have been created between the NFL and the NFL Players Association. The NFL Parties are not involved in determining the validity of claims.

WHO IS PART OF THE SETTLEMENT?

You need to decide whether you are included in the Settlement.

6. Who is included in the Settlement Class?

This Settlement Class includes three types of people:

Retired NFL Football Players: Prior to [Date of Preliminary Approval Order], all living NFL Football players who (1) have retired, formally or informally, from playing professional football with the NFL or any Member Club, including AFL, World League of American Football, NFL Europe League, and NFL Europa League players, or (2) were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and no longer are under contract to a Member Club and are not seeking active employment as a player with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

Representative Claimants: An authorized representative, ordered by a court or other official of competent jurisdiction under applicable state law, of a deceased or legally incapacitated or incompetent Retired NFL Football Player.

Derivative Claimants: A spouse, parent, dependent child, or any other person who properly under applicable state law asserts the right to sue independently or derivatively by reason of his or her relationship with a living or deceased Retired NFL Football Player. (For example, a spouse asserting the right to sue due to the injury of a husband who is a Retired NFL Football Player.)

The Settlement recognizes two separate groups (“Subclasses”) of Settlement Class Members based on the Retired NFL Football Player’s injury status as of [Date of Preliminary Approval Order]:

- **Subclass 1** includes: Retired NFL Football Players who were not diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) or Death with CTE prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants.
- **Subclass 2** includes:
 - Retired NFL Football Players who were diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants; and

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

- Representative Claimants of deceased Retired NFL Football Players who were diagnosed with ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to death or who died prior to [Date of Preliminary Approval Order] and received a diagnosis of Death with CTE.

7. What players are not included in the Settlement Class?

The Settlement Class does not include: (a) current NFL players, and (b) people who tried out for NFL or AFL Member Clubs, or World League of American Football, NFL Europe League or NFL Europa League teams, but did not make it onto preseason, regular season or postseason rosters, or practice squads, developmental squads or taxi squads.

8. What if I am not sure whether I am included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may call **1-800-000-0000** with questions or visit www.NFLConcussionSettlement.com. You may also write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000. You may also consult with your own attorney.

9. What are the different levels of neurocognitive impairment?

In addition to ALS, Parkinson's Disease, and Alzheimer's Disease, various levels of neurocognitive impairment are covered by this Settlement. More details can be found in the Injury Definitions, which are available at www.NFLConcussionSettlement.com or by calling **1-800-000-0000**.

The level of Neurocognitive Impairment will be established in part with evidence of decline in performance in at least two areas subject to clinical evaluative testing (complex attention, executive function, learning and memory, language, or perceptual-spatial), provided one of the areas is executive function, learning and memory, or complex attention, and related functional impairment as follows:

LEVEL OF NEUROCOGNITIVE IMPAIRMENT	TYPE OF IMPAIRMENT	DEGREE OF DECLINE
Level 1	Moderate cognitive impairment	Moderate cognitive decline
Level 1.5	Early Dementia	Moderate to severe cognitive decline
Level 2	Moderate Dementia	Severe cognitive decline

If neurocognitive impairment is temporary and only occurs with delirium, or as a result of substance abuse or medicinal side effects, it is not covered by the Settlement.

10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

No. A retired player can be a Settlement Class Member regardless of whether he is vested due to credited seasons or total and permanent disability under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM

11. What is the Baseline Assessment Program (“BAP”)?

All living retired players who have earned at least one-half of an Eligible Season (*see* Question 18), who do not exclude themselves from the Settlement (*see* Question 30), and who timely register to participate in the Settlement (*see* Question 26) may participate in the Baseline Assessment Program (“BAP”).

The BAP will provide baseline neuropsychological and neurological assessment examinations to determine whether retired players are currently suffering from cognitive impairment. Retired players will have from two to ten years, depending on their age as of the date the Settlement is finally approved and any appeals are fully resolved (“Final Settlement Approval”), to have a baseline examination conducted through a nationwide network of qualified and independent medical providers.

- Retired players 43 or older as of the date the Settlement goes into effect will need to have a baseline examination within two years of the start of the BAP.
- Retired players under the age of 43 as of the date the Settlement goes into effect will need to have a baseline examination within 10 years of the start of the BAP, or before they turn 45, whichever comes sooner.

Retired players who are diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment) are eligible to receive further medical testing and/or treatment (including counseling and pharmaceuticals) for that condition during the ten-year term of the BAP or within five years from diagnosis, whichever is later.

Retired players who participate in the BAP will be encouraged to provide their confidential medical records for use in research into cognitive impairment and safety and injury prevention with respect to football players.

Although all retired players are encouraged to take advantage of the BAP and receive a baseline examination, they do not need to participate in the BAP to receive a monetary award, but any award to the retired player may be reduced by 10% if the retired player does not participate in the BAP, as explained in more detail in Question 20.

12. Why should a retired player get a BAP baseline examination?

Getting a BAP baseline examination will be beneficial. It will determine whether the retired player has any cognitive impairment. If he is diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment), he will be eligible to receive further medical testing and/or treatment for that condition. In addition, regardless of any cognitive impairment today, the results of the BAP baseline examination can be used as a comparison to measure any subsequent deterioration of cognitive condition over the course of his life. Participants also will be examined by at least two experts during the BAP baseline examinations, a neuropsychologist and a neurologist, and the retired player and/or his family members will have the opportunity to ask questions relating to any cognitive impairment during those examinations.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Participation in the BAP does not prevent the retired player from filing a claim for a monetary award. For the next 65 years, retired players will be eligible for compensation paid from the Monetary Award Fund if the player develops a Qualifying Diagnosis (*see* Question 14). Participation in the BAP also will help ensure that, to the extent the retired player receives a Qualifying Diagnosis in the future, he will receive the maximum monetary award to which he is entitled (*see* Question 20).

13. How does a retired player schedule a baseline assessment examination and where will it be done?

Retired players need to register for Settlement benefits before they can get a baseline assessment examination. Registration for benefits will not be available until after Final Settlement Approval. **However, a retired player may provide his name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that the retired player will receive additional notice about the registration process and deadlines when it becomes available.**

The BAP Administrator will send notice to those retired players determined during registration to be eligible for the BAP, explaining how to arrange for an initial baseline assessment examination. The BAP will use a nationwide network of qualified and independent medical providers who will provide both the initial baseline assessment as well as any further testing and/or treatment. The BAP Administrator, which will be appointed by the Court, will establish the network of medical providers.

MONETARY AWARDS

14. What diagnoses qualify for monetary awards?

Monetary awards are available for the diagnosis of ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia), or Death with CTE (the "Qualifying Diagnoses"). A Qualifying Diagnosis may occur at any time until the end of the 65-year term of the Monetary Award Fund.

If a retired player receives a monetary award based on a Qualifying Diagnosis, and later is diagnosed with a different Qualifying Diagnosis that entitles him to a larger monetary award than his previous award, he will be eligible for an increase in compensation. This would also apply to Derivative Claimants.

Qualifying Diagnoses must be made by approved qualified specialists. If and when Final Settlement Approval is obtained, the Claims Administrator will create and maintain a list of specialists who may make an authorized Qualifying Diagnoses if no such diagnosis has already been made by a qualified specialist before the Settlement is effective.

15. Do I need to prove that playing professional football caused the retired player's Qualifying Diagnosis?

No. You do not need to prove that a retired player's Qualifying Diagnosis was caused by playing professional football or that he experienced head injuries in the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League in order to receive a monetary award. The fact that a retired player receives a Qualifying Diagnosis is sufficient to be eligible for a monetary award.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

You also do not need to exclude the possibility that the Qualifying Diagnosis was caused or contributed to by amateur football or other professional football league injuries or by various risk factors linked to the Qualifying Diagnosis.

16. How much money will I receive?

The amount of money you will receive depends on the retired player's:

- Specific Qualifying Diagnosis,
- Age at the time of diagnosis (*see* Question 17),
- Number of seasons played or practiced in the NFL or the AFL (*see* Question 18),
- Diagnosis of a prior stroke or traumatic brain injury (*see* Question 19), and
- Participation in a baseline assessment exam (*see* Question 20).

The amount of money you will receive also depends on whether:

- There are any legally enforceable liens on the award,
- Any retainer agreement with an attorney, and
- The Court makes any further assessments (*see* Question 34).

Certain costs and expenses related to resolving any liens for Settlement Class Members will be paid out of such Settlement Class Members' Monetary Awards or Derivative Claimant Awards.

The table below lists the maximum amount of money available for each Qualifying Diagnosis before any adjustments are made.

QUALIFYING DIAGNOSIS	MAXIMUM AWARD AVAILABLE
Amyotrophic lateral sclerosis (ALS)	\$5 million
Death with CTE (diagnosed after death)	\$4 million
Parkinson's Disease	\$3.5 million
Alzheimer's Disease	\$3.5 million
Level 2 Neurocognitive Impairment (<i>i.e.</i> , moderate Dementia)	\$3 million
Level 1.5 Neurocognitive Impairment (<i>i.e.</i> , early Dementia)	\$1.5 million

Monetary awards may be increased up to 2.5% per year during the 65-year Monetary Award Fund term for inflation.

To receive the maximum amount outlined in the table, a retired player must have played for at least five Eligible Seasons (*see* Question 18) and have been diagnosed when younger than 45 years old.

Derivative Claimants are eligible to be compensated from the monetary award of the retired player with whom they have a close relationship in an amount of 1% of that award. If there are multiple Derivative Claimants for the same retired player, the 1% award will be divided among the Derivative Claimants according to the law where the retired player (or his Representative Claimant, if any) resides.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

17. How does the age of the retired player at the time of first diagnosis affect a monetary award?

Awards are reduced for retired players who were 45 or older when diagnosed. The younger a retired player is at the time of diagnosis, the greater the award he will receive. Setting aside the other downward adjustments to monetary awards, the table below provides:

- The average award for people diagnosed between the ages of 45-79; and
- The amount of the award for those under age 45 and over 79.

The actual amount will be determined based on each retired player's actual age at the time of diagnosis and on other potential adjustments.

AGE AT DIAGNOSIS	ALS	DEATH w/CTE	PARKINSON'S	ALZHEIMER'S	LEVEL 2	LEVEL 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45 - 49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50 - 54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55 - 59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60 - 64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65 - 69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70 - 74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75 - 79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

Note: The age of the retired player at diagnosis (not the age when applying for a monetary award) is used to determine the monetary amount awarded.

18. How does the number of seasons a retired player played affect a monetary award?

Awards are reduced for retired players who played less than five "Eligible Seasons." The Settlement uses the term "Eligible Season" to count the seasons in which a retired player played or practiced in the NFL or AFL. A retired player earns an Eligible Season for:

- Each season where he was on an NFL or AFL Member Club's "Active List" for either three or more regular season or postseason games, or
- Where he was on an Active List for one or more regular or postseason games and then spent two regular or postseason games on an injured reserve list or inactive list due to a concussion or head injury.
- A retired player also earns one-half of an Eligible Season for each season where he was on an NFL or AFL Member Club's practice, developmental, or taxi squad for at least eight games, but did not otherwise earn an Eligible Season.

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The “Active List” means the list of all players physically present, eligible and under contract to play for an NFL or AFL Member Club on a particular game day within any applicable roster or squad limits in the applicable NFL or AFL Constitution and Bylaws.

Time spent playing or practicing in the World League of American Football, NFL Europe League, and NFL Europa League does not count towards an Eligible Season.

The table below lists the reductions to a retired player’s (or his Representative Claimant’s) monetary award if the retired player has less than five Eligible Seasons. To determine the total number of Eligible Seasons credited to a retired player, add together all of the earned Eligible Seasons and half Eligible Seasons. For example, if a retired player earned two Eligible Seasons and three half Eligible Seasons, he will be credited with 3.5 Eligible Seasons.

NUMBER OF ELIGIBLE SEASONS	PERCENTAGE OF REDUCTION
4.5	10%
4	20%
3.5	30%
3	40%
2.5	50%
2	60%
1.5	70%
1	80%
.5	90%
0	97.5%

19. How do prior strokes or traumatic brain injuries of a retired player affect a monetary award?

It depends. A retired player’s monetary award (or his Representative Claimant monetary award) will be reduced by 75% if he experienced: (1) a medically diagnosed stroke that occurred before or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis; or (2) a severe traumatic brain injury unrelated to NFL football that occurred during or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis.

The award will not be reduced if the retired player (or his Representative Claimant) can show by clear and convincing evidence that the stroke or traumatic brain injury is not related to the Qualifying Diagnosis.

20. How is a retired player’s monetary award affected if he does not participate in the BAP program?

It depends on when the retired player receives his Qualifying Diagnosis and the nature of the diagnosis. There is a 10% reduction to the monetary award if the retired player does not participate in the BAP and:

- Did not receive a Qualifying Diagnosis prior to [Date of Preliminary Approval Order], and

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- Receives a Qualifying Diagnosis (other than ALS) after his deadline to receive a BAP baseline assessment examination.

21. Can I receive a monetary award even though the retired player is dead?

Yes. Representative Claimants for deceased retired players with a Qualifying Diagnoses will be eligible to receive monetary awards. If the deceased retired player died before January 1, 2006, however, the Representative Claimant will only receive a monetary award if the Court determines that a wrongful death or survival claim is allowed under applicable state law.

Derivative Claimants also will be eligible for a total award of 1% of the monetary award that the Representative Claimant for the deceased retired player receives (*see* Question 16).

Representative and Derivative Claimants will also need to register for Settlement benefits (*see* Question 26).

22. Will this Settlement affect a retired player's participation in NFL or NFLPA-related benefits programs?

No. The Settlement benefits are completely independent of any benefits programs that have been created by or between the NFL and the NFL Players Association. This includes the 88 Plan (Article 58 of the 2011 Collective Bargaining Agreement) and the Neuro-Cognitive Disability Benefit (Article 65 of the 2011 Collective Bargaining Agreement).

Note: The Settlement ensures that a retired player who has signed, or will sign, a release as part of his Neuro-Cognitive Disability Benefit application, will not be denied Settlement benefits.

23. Will this Settlement prevent retired players from bringing workers' compensation claims?

No. Claims for workers' compensation will not be released by this Settlement.

EDUCATION FUND

24. What type of education programs are supported by the Settlement?

The Settlement will provide \$10 million in funding to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL's medical and disability programs and other educational programs and initiatives.

Retired players will be able to actively participate in such initiatives if they desire.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT

25. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue the NFL Parties, the Member Clubs, or related individuals and entities, or be part of any other lawsuit against the NFL Parties about the issues in this case. This means you give up your right to continue to litigate any claims related to this Settlement, or file new claims, in any court or in any proceeding at any time. **However, the Settlement does not release any claims for workers' compensation (see Question 23) or claims alleging entitlement to NFL medical and disability benefits available under the Collective Bargaining Agreement.**

Please note that certain Plaintiffs also sued the football helmet manufacturer Riddell and certain related entities (specifically, Riddell, Inc., Riddell Sports Group Inc., All American Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton-Bell Sports, LLC, and RBG Holdings Corp.). **They are not parties to this Settlement and claims against them are not released by this Settlement.**

Article XVIII of the Settlement Agreement contains the complete text and details of what Settlement Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (see Question 35 for the address). You can also get this information by calling 1-800-000-0000. If you have any questions you can talk to the law firms listed in Question 33 for free or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET BENEFITS

26. How do I get Settlement benefits?

To get benefits, you will need to register. This is true for all Settlement Class Members, including Representative and Derivative Claimants. Registration for benefits will not begin until after Final Settlement Approval (see Question 37). If and when that occurs, further notice will be provided about the registration process and deadlines. **However, you may provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when that becomes available.** To receive any Settlement benefits, you must register on or before 180 days from the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com. Information about the registration deadline will also be available by calling **1-800-000-0000**.

27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?

Yes. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the date that further notice about the registration process and deadlines is posted on

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

www.NFLConcussionSettlement.com. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. This deadline may be extended to within four years of the Qualifying Diagnosis or the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com, whichever is later, if the Retired NFL Football Player or Representative Claimant can show substantial hardship beyond the Qualifying Diagnosis. Derivative Claimants must submit claims no later than 30 days after the Retired NFL Football Player through whom the close relationship is the basis for the claim (or the Representative Claimant of that retired player) receives a notice that he is entitled to a monetary award. All claims must be submitted by the end of the 65-year term of the Monetary Award Fund.

28. Can I re-apply for compensation if my claim is denied?

Yes. A Settlement Class Member who submits a claim for a monetary award that is denied can re-apply in the future should the Retired NFL Football Player's medical condition change.

29. Can I appeal the determination of my monetary award claim?

Yes. The Settlement establishes a process for a Settlement Class Member to appeal the denial of a monetary award claim or the amount of the monetary award.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive benefits from this Settlement, and you want to retain the right to sue the NFL Parties about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded – sometimes referred to as “opting out” of – the Settlement Class.

30. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your name, address, telephone number, and date of birth;
- A copy of your driver's license or other government issued identification;
- A statement that “I wish to exclude myself from the Settlement Class in *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323” (or substantially similar clear and unambiguous language); and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

You must mail your exclusion request, postmarked no later than **Month 00, 0000** [Date ordered by the Court], to:

NFL Concussion Settlement
P.O. Box 0000,
City, ST 00000

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the NFL Parties for all of the claims that this Settlement resolves. If you want to maintain your own lawsuit relating to the claims released by the Settlement, then you must exclude yourself by **Month 00, 0000**.

32. If I exclude myself, can I still get benefits from this Settlement?

No. **If you exclude yourself from the settlement you will not get any Settlement benefits.** You will not be eligible to receive a monetary award or participate in the Baseline Assessment Program.

THE LAWYERS REPRESENTING YOU

33. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Co-Lead Class Counsel,” “Class Counsel” and “Subclass Counsel” (*see* Question 6). They are listed at the end of this Notice with their contact information.

You will not be charged for contacting these lawyers. If you are represented by an attorney, you may contact your attorney to discuss the proposed Settlement. You do not have to hire your own attorney. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

34. How will the lawyers be paid?

At a later date to be determined by the Court, Co-Lead Class Counsel, Class Counsel and Subclass Counsel will ask the Court for an award of attorneys’ fees and reasonable costs. The NFL Parties have agreed not to oppose or object to the request for attorneys’ fees and reasonable incurred costs if the request does not exceed \$112.5 million. These fees and incurred costs will be paid separately by the NFL Parties and not from the Baseline Assessment Program Fund, Education Fund, or Monetary Award Fund. Settlement Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. Ultimately, the award of attorneys’ fees and reasonable costs to be paid by the NFL Parties is subject to the approval of the Court.

After Final Settlement Approval, Co-Lead Class Counsel may ask the Court to set aside up to five percent of each Monetary Award and Derivative Claimant Award to facilitate the Settlement program and related efforts of Co-Lead Class Counsel, Class Counsel and Subclass Counsel. If approved, this money would be held in a separate fund overseen by the Court. Any future request for a set-aside will describe: (1) the proposed amount; (2) how the money will be used; and (3) any other relevant information. This “set-aside” would come out of the claimant’s attorney’s fee if represented by individual counsel or, if not represented, out of the Monetary Award or Derivative Claimant Award itself. No money will be held back or set aside from any award without a Court order. The set-aside is a matter between Class Counsel and individual counsel for Settlement Class Members. The NFL Parties do not take a position on the proposal.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECTING TO THE SETTLEMENT

You may tell the Court that you do not agree with the Settlement or some part of it.

35. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you may object to the Settlement if you do not like some part of it. The Court will consider your views. To object to the Settlement, you or your attorney must submit your written objection to the Court. The objection must include the following:

- The name of the case and multi-district litigation, *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323;
- Your name, address, telephone number, and date of birth;
- The name of the Retired NFL Football Player through which you are a Representative Claimant or Derivative Claimant (if you are not a retired player);
- Written evidence establishing that you are a Settlement Class Member;
- A detailed statement of your objections, and the specific reasons for each such objection, including any facts or law you wish to bring to the Court's attention;
- Any other supporting papers, materials or briefs that you want the Court to consider in support of your objection; and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

The requirements to object to the Settlement are described in detail in the Settlement Agreement in section 14.3.

You must file your objection with the Court no later than **Month 00, 0000 [date ordered by the Court]**:

COURT
Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797

36. What is the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement or want it to say something different. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and you do

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

not want to receive any Settlement benefits. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will determine if you are allowed to speak if you request to do so (*see* Question 39).

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?

The Court will hold the Fairness Hearing at XX:00 x.m. on **Month 00, 0000**, at the United States District Court for the Eastern District of Pennsylvania, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.NFLConcussionSettlement.com or call **1-800-000-0000**. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may elect to listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Co-Lead Class Counsel, Class Counsel and Subclass Counsel (*see* Question 34) after the Fairness Hearing, which will be set at a later date by the Court.

38. Do I have to attend the hearing?

No. Co-Lead Class Counsel, Class Counsel and Subclass Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

39. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To make such a request, you must file a written notice stating that it is your wish to speak at the *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323 Fairness Hearing. Be sure to include your name, address, telephone number, and your signature. Your request to speak must be filed with the Court no later than **Month 00, 0000** at the address in Question 35.

GETTING MORE INFORMATION

40. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

35 for the address). You also may write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000 or call **1-800-000-0000**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE NFL PARTIES FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

IMPORTANT DATES AND CONTACT INFORMATION		
Exclusion “Opt Out” Deadline	Month 00, 2014	
Objection Deadline	Month 00, 2014	
Deadline to Request to Speak at the Fairness Hearing	Month 00, 2014	
Fairness Hearing	Month 00, 2014	
Start of Registration Period	The start of the registration process and related deadlines will be announced on www.NFLConcussionSettlement.com following Final Settlement Approval	
Registration Deadline	180 days after registration begins	
Submit a Claim	<ul style="list-style-type: none"> Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the announcement of the registration process. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. 	
Settlement Administrator	NFL Concussion Settlement P.O. Box 0000 City, ST 00000 Tel: 1-800-000-0000	
Court	Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797	
Class Counsel	Christopher A. Seeger Co-Lead Class Counsel SEEGER WEISS LLP 77 Water Street New York, NY 10005	Sol Weiss Co-Lead Class Counsel ANAPOL SCHWARTZ 1710 Spruce Street Philadelphia, PA 19103
	Steven C. Marks Class Counsel PODHURST ORSECK P.A. City National Bank Building 25 W. Flagler Street, Suite 800 Miami, FL 33130-1780	Gene Locks Class Counsel LOCKS LAW FIRM The Curtis Center, Suite 720 East 601 Walnut Street Philadelphia, PA 19106
	Arnold Levin Counsel - Subclass 1 LEVIN FISHBEIN SEDRAN & BERMAN 510 Walnut Street, Suite 500 Philadelphia, PA 19106	Dianne M. Nast, Counsel – Counsel - Subclass 2 NAST LAW LLC 1101 Market Street, Suite 2801 Philadelphia, Pennsylvania 19107

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Reminder: Provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when it becomes available.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Exhibit A-2

NFL Concussion Settlement

All Valid Claims of Retired NFL Football Players to be Paid in Full for 65 Years
Monetary Awards, Baseline Medical Exams and Other Benefits Provided



Who is included in the Settlement?

The NFL and NFL Properties have agreed to a class action Settlement with retired players who sued, accusing them of failing to warn of and hiding the dangers of brain injury associated with playing football. The Settlement does not establish any wrongdoing on the part of the NFL or NFL Properties.

What does the Settlement provide?

The Settlement Class generally includes all retired players of the NFL, AFL, World League of American Football, NFL Europe League and NFL Europa League. The Settlement Class includes immediate family members of retired players and legal representatives of incapacitated, incompetent or deceased players.

The Settlement provides money for three benefits:

- Baseline medical exams to determine if retired players suffer from neurocognitive impairment and are entitled to additional testing and/or treatment (\$75 million),
- Monetary awards for diagnoses of ALS (Lou Gehrig's disease), Alzheimer's Disease, Parkinson's Disease, Dementia and certain cases of chronic traumatic encephalopathy or CTE (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. All valid claims will be paid in full for 65 years; and
- Education programs and initiatives related to football safety (\$10 million).

How can I get benefits?

You will need to register for benefits after the final approval of the Settlement. You may provide your contact information now at the website or phone number below to ensure that you receive additional notice about the registration process.

Retired players do not have to prove that their injuries were caused by playing NFL football to get money from the Settlement.

What are my rights?

You do not need to do anything to be included in the Settlement Class. All Settlement Class members will be bound by the Settlement and give up the right to sue the NFL individually. If you want to keep your right to sue the NFL, you must exclude yourself from the Class by **Month 00, 2014**. If you exclude yourself, you will not receive any benefits under the Settlement. If you stay in the Class, you may object to the Settlement by **Month 00, 2014**.

The Court will hold a hearing on **Month 00, 2014** to consider whether to approve the Settlement. You do not have to attend. However, you and/or your own lawyer may attend and request to speak at the hearing at your own expense. At a later date, the attorneys will ask the Court for an award of attorneys' fees and reasonable costs. The NFL and NFL Properties have agreed not to oppose or object to the request if the request does not exceed \$112.5 million. The money would be paid by the NFL and NFL Properties in addition to the payments described above.

Please Share this Notice with Other Retired Players and Their Families

For More Information on the Settlement and Registering for Benefits:

1-800-000-0000 or www.NFLConcussionSettlement.com

Exhibit B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE:
PLAYERS' CONCUSSION :
INJURY LITIGATION :

No. 2:12-md-02323-AB

MDL No. 2323

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Plaintiffs,

CIVIL ACTION NO: 14-cv-0029

V.

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

CLASS ACTION SETTLEMENT AGREEMENT AS OF JUNE 25, 2014

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	Definitions of Settlement Class and Subclasses	4
ARTICLE II	Definitions	4
ARTICLE III	Settlement Benefits for Class Members	16
ARTICLE IV	Information and Registration Process.....	17
ARTICLE V	Baseline Assessment Program.....	20
ARTICLE VI	Monetary Awards for Qualifying Diagnoses.....	31
ARTICLE VII	Derivative Claimant Awards	38
ARTICLE VIII	Submission and Review of Claim Packages and Derivative Claim Packages.....	38
ARTICLE IX	Notice of Claim Determinations, Payments, and Appeals	42
ARTICLE X	Class Action Settlement Administration	49
ARTICLE XI	Identification and Satisfaction of Liens.....	58
ARTICLE XII	Education Fund.....	63
ARTICLE XIII	Preliminary Approval and Class Certification.....	63
ARTICLE XIV	Notice, Opt Out, and Objections.....	65
ARTICLE XV	Communications to the Public.....	68
ARTICLE XVI	Termination.....	68
ARTICLE XVII	Treatment of Confidential Information	70
ARTICLE XVIII	Releases and Covenant Not to Sue	71
ARTICLE XIX	Bar Order	75
ARTICLE XX	Final Order and Judgment and Dismissal With Prejudice.....	75
ARTICLE XXI	Attorneys' Fees.....	76
ARTICLE XXII	Enforceability of Settlement Agreement and Dismissal of Claims	77

ARTICLE XXIII NFL Payment Obligations	78
ARTICLE XXIV Denial of Wrongdoing, No Admission of Liability	85
ARTICLE XXV Representations and Warranties	86
ARTICLE XXVI Cooperation.....	89
ARTICLE XXVII Continuing Jurisdiction.....	90
ARTICLE XXVIII Role of Co-Lead Class Counsel, Class Counsel and Subclass Counsel.....	90
ARTICLE XXIX Bargained-For Benefits.....	91
ARTICLE XXX Miscellaneous Provisions	91

**IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS’
CONCUSSION INJURY LITIGATION, MDL 2323,
CLASS ACTION SETTLEMENT AGREEMENT AS OF JUNE 25, 2014
(subject to Court approval)**

PREAMBLE

This SETTLEMENT AGREEMENT, dated as of June 25, 2014 (the “Settlement Date”), is made and entered into by and among defendants the National Football League (“NFL”) and NFL Properties LLC (“NFL Properties”) (collectively, “NFL Parties”), by and through their attorneys, and the Class Representatives and Subclass Representatives, individually and on behalf of the Settlement Class and Subclasses, by and through Class Counsel. This Settlement Agreement is intended by the Parties fully, finally, and forever to resolve, discharge, and settle all Released Claims against the Released Parties, as set forth below, subject to review and approval by the Court.¹

RECITALS

A. On January 31, 2012, a federal multidistrict litigation was established in the United States District Court for the Eastern District of Pennsylvania, In re: National Football League Players’ Concussion Injury Litigation, MDL No. 2323. Plaintiffs in MDL No. 2323 filed a Master Administrative Long-Form Complaint and a Master Administrative Class Action Complaint for Medical Monitoring on June 7, 2012. Plaintiffs filed an Amended Master Administrative Long-Form Complaint on July 17, 2012. Additional similar lawsuits are pending in various state and federal courts.

B. The lawsuits arise from the alleged effects of mild traumatic brain injury allegedly caused by the concussive and sub-concussive impacts experienced by former NFL Football players. Plaintiffs seek to hold the NFL Parties responsible for their alleged injuries under various theories of liability, including that the NFL Parties allegedly breached a duty to NFL Football players to warn and protect them from the long-term health problems associated with concussions and that the NFL Parties allegedly concealed and misrepresented the connection between concussions and long-term chronic brain injury.

C. On August 30, 2012, the NFL Parties filed motions to dismiss the Master Administrative Class Action Complaint for Medical Monitoring and the Amended Master Administrative Long-Form Complaint on preemption grounds. Plaintiffs filed their oppositions to the motions on October 31, 2012, the NFL Parties filed reply memoranda of law on December 17, 2012, and plaintiffs filed sur-reply memoranda of law on January 28, 2013. Oral argument on the NFL Parties’ motions to dismiss on preemption grounds was held on April 9, 2013.

¹ Capitalized terms have the meanings provided in ARTICLE II, unless a section or subsection of this Settlement Agreement provides otherwise.

D. On July 8, 2013, prior to ruling on the motions to dismiss, the Court ordered the plaintiffs and NFL Parties to engage in mediation to determine if consensual resolution was possible and appointed retired United States District Court Judge Layn Phillips of Irell & Manella LLP as mediator.

E. Over the course of the following two months, the Parties, by and through their respective counsel, engaged in settlement negotiations under the direction of Judge Phillips. On August 29, 2013, the Parties signed a settlement term sheet setting forth the material terms of a settlement agreement. On the same day, the Court issued an order deferring a ruling on the NFL Parties' motions to dismiss and ordering the Parties to submit, as soon as possible, the full documentation relating to the settlement, along with a motion seeking preliminary approval of the settlement and notice plan. On December 16, 2013, the Court appointed a special master, Perry Golkin ("Special Master Golkin"), to assist the Court in evaluating the financial aspects of the proposed settlement.

F. On January 6, 2014, Class Counsel moved the Court for an order, among other things, granting preliminary approval of the proposed settlement and conditionally certifying a settlement class and subclasses. On January 14, 2014, the Court denied that motion without prejudice.

G. In conjunction with the January 2014 filing of the proposed settlement agreement, and this Settlement Agreement, the Class and Subclass Representatives filed Plaintiffs' Class Action Complaint ("Class Action Complaint") on January 6, 2014. In the Class Action Complaint, the Class and Subclass Representatives allege claims for equitable, injunctive and declaratory relief pursuant to Federal Rules of Civil Procedure 23(a)(1-4) & (b)(2), or, alternatively, for compensatory damages pursuant to Federal Rule of Civil Procedure 23(b)(3), for negligence, negligent hiring, negligent retention, negligent misrepresentation, fraud, fraudulent concealment, medical monitoring, wrongful death and survival, and loss of consortium, all under state law.

H. The NFL Parties deny the Class and Subclass Representatives' allegations, and the allegations in Related Lawsuits, and deny any liability to the Class and Subclass Representatives, the Settlement Class, or any Settlement Class Member for any claims, causes of action, costs, expenses, attorneys' fees, or damages of any kind, and would assert a number of substantial legal and factual defenses against plaintiffs' claims if they were litigated to conclusion.

I. The Class and Subclass Representatives, through their counsel, have engaged in substantial fact gathering to evaluate the merits of their claims and the NFL Parties' defenses. In addition, the Class and Subclass Representatives have analyzed the legal issues raised by their claims and the NFL Parties' defenses, including, without limitation, the NFL Parties' motions to dismiss the Amended Master Administrative Long-Form Complaint and Master Administrative Class Action Complaint on preemption grounds.

J. After careful consideration, the Class and Subclass Representatives, and their respective Counsel, have concluded that it is in the best interests of the Class and Subclass Representatives and the Settlement Class and Subclasses to compromise and settle all Released Claims against the Released Parties for consideration reflected in the terms and benefits of this Settlement Agreement. After arm's length negotiations with Counsel for the NFL Parties, including through the efforts of the court-appointed mediator and Special Master Golkin, the Class and Subclass Representatives have considered, among other things: (1) the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of fact gathering completed; (3) the potential for the NFL Parties to prevail on threshold issues and on the merits; and (4) the range of possible recovery, and have determined that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class and Subclass Representatives and the Settlement Class and Subclasses.

K. The NFL Parties have concluded, in light of the costs, risks, and burden of litigation, that this Settlement Agreement in this complex putative class action litigation is appropriate. The NFL Parties and Counsel for the NFL Parties agree with the Class and Subclass Representatives and their respective counsel that this Settlement Agreement is a fair, reasonable, and adequate resolution of the Released Claims. The NFL Parties reached this conclusion after considering the factual and legal issues relating to the litigation, the substantial benefits of this Settlement Agreement, the expense that would be necessary to defend claims by Settlement Class Members through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of the NFL Parties to conduct their business unhampered by the costs, distraction and risks of continued litigation over Released Claims.

L. The Parties desire to settle, compromise, and resolve fully all Released Claims.

M. The Parties desire and intend to seek Court review and approval of the Settlement Agreement, and, upon preliminary approval by the Court, the Parties intend to seek a Final Order and Judgment from the Court dismissing with prejudice the Class Action Complaint and ordering the dismissal with prejudice of Related Lawsuits.

N. This Settlement Agreement will not be construed as evidence of, or as an admission by, the NFL Parties of any liability or wrongdoing whatsoever or as an admission by the Class or Subclass Representatives, or Settlement Class Members, of any lack of merit in their claims.

NOW, THEREFORE, it is agreed that the foregoing recitals are hereby expressly incorporated into this Settlement Agreement and made a part hereof and further, that in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, including the Releases and Covenant Not to Sue in ARTICLE XVIII, the entry by the Court of the Final Order and Judgment dismissing the Class Action Complaint with prejudice and approving the terms and conditions of the Settlement Agreement, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, this action shall be settled and compromised under the following terms and conditions:

ARTICLE I

Definitions of Settlement Class and Subclasses

Section 1.1 Definition of Settlement Class

(a) “Settlement Class” means all Retired NFL Football Players, Representative Claimants and Derivative Claimants.

(b) Excluded from the Settlement Class are any Retired NFL Football Players, Representative Claimants or Derivative Claimants who timely and properly exercise the right to be excluded from the Settlement Class (“Opt Outs”).

Section 1.2 Definition of Subclasses

(a) “Subclass 1” means Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants.

(b) “Subclass 2” means Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE.

ARTICLE II

Definitions

Section 2.1 Definitions

For the purposes of this Settlement Agreement, the following terms (designated by initial capitalization throughout this Agreement) will have the meanings set forth in this Section.

Unless the context requires otherwise, (i) words expressed in the masculine will include the feminine and neuter gender and vice versa; (ii) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (iii) the word “or” will not be exclusive; (iv) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; (v) references to “day” or “days” in the lower case are to calendar days, but if the last day is a Saturday, Sunday, or legal holiday (as defined in Fed. R. Civ. P. 6(a)(6)), the period will continue to run until the end of the next day that is not a Saturday, Sunday, or legal holiday; (vi) references to this Settlement Agreement will include all

exhibits, schedules, and annexes hereto; (vii) references to any law will include all rules and regulations promulgated thereunder; (viii) the terms “include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import; and (ix) references to dollars or “\$” are to United States dollars.

(a) “Active List” means the list of all players physically present, eligible and under contract to play for a Member Club on a particular game day within any applicable roster or squad limits set forth in the applicable NFL or American Football League Constitution and Bylaws.

(b) “Affiliate” means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

(c) “ALS” means amyotrophic lateral sclerosis, also known as Lou Gehrig’s Disease, as defined in Exhibit 1.

(d) “Alzheimer’s Disease” is defined in Exhibit 1.

(e) “American Football League” means the former professional football league that merged with the NFL.

(f) “Appeals Form” means that document that Settlement Class Members, the NFL Parties or Co-Lead Class Counsel, as the case may be, will submit when appealing Monetary Award or Derivative Claimant Award determinations by the Claims Administrator, as set forth in Section 9.7.

(g) “Appeals Advisory Panel” means a panel of physicians, composed of, in any combination, five (5) board-certified neurologists, board-certified neurosurgeons, and/or other board-certified neuro-specialist physicians agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, any one of whom is eligible to advise the Court or the Special Master with respect to medical aspects of the Class Action Settlement and to perform the other duties of the Appeals Advisory Panel set forth in this Settlement Agreement.

(h) “Appeals Advisory Panel Consultants” means three (3) neuropsychologists certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, any one of whom is eligible to advise a member of the Appeals Advisory Panel, the Court, or the Special Master on the neuropsychological testing referenced in Exhibits 1 and 2 to the Settlement Agreement, as pertaining to the Qualifying Diagnoses of Level 1.5 Neurocognitive Impairment and

Level 2 Neurocognitive Impairment, and Level 1 Neurocognitive Impairment if subject to review as set forth in Section 5.13. Appeals Advisory Panel Consultants do not meet the definition of Appeals Advisory Panel members and shall not serve as members of the Appeals Advisory Panel.

(i) “Baseline Assessment Program” (“BAP”) means the program described in ARTICLE V.

(j) “Baseline Assessment Program Supplemental Benefits” or “BAP Supplemental Benefits” means medical treatment, including, as needed, counseling and pharmaceutical coverage, for Level 1 Neurocognitive Impairment (as set forth in Exhibit 1) within a network of Qualified BAP Providers and Qualified BAP Pharmacy Vendor(s), respectively, established by the BAP Administrator, as set forth in Section 5.11.

(k) “Baseline Assessment Program Fund Administrator” or “BAP Administrator” means that person(s) or entity, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, to perform the responsibilities assigned to the BAP Administrator under this Settlement Agreement, including, without limitation, as set forth in ARTICLE V.

(l) “Baseline Assessment Program Fund” or “BAP Fund” means the fund to pay BAP costs and expenses, as set forth in ARTICLE V.

(m) “Claim Form” means that document to be submitted to the Claims Administrator by a Settlement Class Member who is a Retired NFL Football Player or Representative Claimant claiming a Monetary Award, as set forth in ARTICLE VIII.

(n) “Claim Package” means the Claim Form and other documentation, as set forth in Section 8.2(a).

(o) “Claims Administrator” means that person(s) or entity, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, to perform the responsibilities assigned to the Claims Administrator under this Settlement Agreement, including, without limitation, as set forth in Section 10.2.

(p) “Class Action Complaint” means the complaint captioned Plaintiffs’ Class Action Complaint filed on consent in the Court on January 6, 2014.

(q) “Class Action Settlement” means that settlement set forth in this Settlement Agreement.

(r) “Class Counsel” means, pending Court appointment, the counsel who are so designated and who are signatories to this Settlement Agreement, namely, Co-Lead Class Counsel, Christopher A. Seeger and Sol Weiss, Subclass Counsel, Arnold Levin and Dianne M. Nast, and Steven C. Marks of Podhurst Orseck,

P.A. and Gene Locks of Locks Law Firm, and, upon appointment, such other counsel as the Court may appoint to represent the Settlement Class.

(s) “Class Representatives” means Shawn Wooden and Kevin Turner, or such other or different persons as may be appointed by the Court as the representatives of the Settlement Class.

(t) “CMS” means the Centers for Medicare & Medicaid Services, the agency within the United States Department of Health and Human Services responsible for administration of the Medicare Program and the Medicaid Program.

(u) “Co-Lead Class Counsel” means, pending Court appointment, the counsel who are so designated and who are signatories to this Settlement Agreement, namely, Christopher A. Seeger of Seeger Weiss LLP and Sol Weiss of Anapol Schwartz, and, upon appointment, such other counsel as the Court may appoint to represent the Settlement Class in a lead role.

(v) “Collective Bargaining Agreement” means the August 4, 2011 Collective Bargaining Agreement between the NFL Management Council and the NFL Players Association, individually and together with all previous and future NFL Football collective bargaining agreements governing NFL Football players.

(w) “Counsel for the NFL Parties” means Paul, Weiss, Rifkind, Wharton & Garrison LLP, or any law firm or attorney so designated in writing by the NFL Parties.

(x) “Court” means the United States District Court for the Eastern District of Pennsylvania, Judge Anita Brody (or any successor judge designated by the United States District Court for the Eastern District of Pennsylvania, or a magistrate judge designated by Judge Brody or such designated successor judge, as set forth in and pursuant to Federal Rule of Civil Procedure 72), presiding in In re: National Football League Players’ Concussion Injury Litigation, MDL No. 2323. For the period of time from the Effective Date up to and including the fifth year of the Class Action Settlement, the Parties agree, in accordance with the provisions of 28 U.S.C. § 636(c), to waive their right to proceed before a judge of the United States District Court in connection with issues relating to the administration of this Settlement Agreement where the Court is required or requested to act, and consent to have a United States Magistrate Judge conduct such proceedings.

(y) “Covenant Not to Sue” means the covenant not to sue set forth in Section 18.4.

(z) “CTE” means Chronic Traumatic Encephalopathy.

(aa) “Death with CTE” is defined in Exhibit 1.

(bb) “Deficiency” means any failure of a Settlement Class Member to provide required information or documentation to the Claims Administrator, as set forth in Section 8.5.

(cc) “Derivative Claim Form” means that document to be submitted to the Claims Administrator by a Settlement Class Member who is a Derivative Claimant claiming a Derivative Claimant Award, as set forth in ARTICLE VIII.

(dd) “Derivative Claim Package” means the Derivative Claim Form and other documentation, as set forth in Section 8.2(b).

(ee) “Derivative Claimants” means spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player.

(ff) “Derivative Claimant Award” means the payment of money from the Monetary Award of the subject Retired NFL Football Player to a Settlement Class Member who is a Derivative Claimant, as set forth in ARTICLE VII.

(gg) “Diagnosing Physician Certification” means that document which a Settlement Class Member who is a Retired NFL Football Player or Representative Claimant must submit either as part of a Claim Package in order to receive a Monetary Award, as set forth in Section 8.2(a), or to receive BAP Supplemental Benefits, as set forth in Section 5.11, the contents of which shall be agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties and that shall include, without limitation: (i) a certification under penalty of perjury by the diagnosing physician that the information provided is true and correct, (ii) the Qualifying Diagnosis being made consistent with the criteria in Exhibit 1 (Injury Definitions) and the date of diagnosis, and (iii) the qualifications of the diagnosing physician, including, without limitation, whether the diagnosing physician is a Qualified MAF Physician.

(hh) “Education Fund” means a fund to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL CBA Medical and Disability Benefits programs, and other educational initiatives benefitting Retired NFL Football Players, as set forth in ARTICLE XII.

(ii) “Education Fund Amount” means the amount of Ten Million United States dollars (U.S. \$10,000,000), as set forth in Section 23.1(c).

(jj) “Effective Date” means (i) the day following the expiration of the deadline for appealing the entry by the Court of the Final Order and Judgment approving the Settlement Agreement and certifying the Settlement Class (or for appealing any ruling on a timely motion for reconsideration of such Final Order, whichever is later), if no such appeal is filed; or (ii) if an appeal of the Final Order and Judgment is filed, the date upon which all appellate courts with jurisdiction (including the United States

Supreme Court by petition for certiorari) affirm such Final Order and Judgment, or deny any such appeal or petition for certiorari, such that no future appeal is possible.

(kk) “Eligible Season” means a season in which a Retired NFL Football Player or deceased Retired NFL Football Player was: (i) on a Member Club’s Active List on the date of three (3) or more regular season or postseason games; or (ii) on a Member Club’s Active List on the date of one (1) or more regular or postseason games, and then spent at least two (2) regular or postseason games on a Member Club’s injured reserve list or inactive list due to a concussion or head injury. A “half of an Eligible Season” means a season in which a Retired NFL Football Player or deceased Retired NFL Football Player was on a Member Club’s practice, developmental, or taxi squad roster for at least eight (8) regular or postseason games.

(ll) “Fairness Hearing” means the hearing scheduled by the Court to consider the fairness, reasonableness, and adequacy of this Settlement Agreement under Rule 23(e)(2) of the Federal Rules of Civil Procedure, and to determine whether a Final Order and Judgment should be entered.

(mm) “Final Approval Date” means the date on which the Court enters the Final Order and Judgment.

(nn) “Final Order and Judgment” means the final judgment and order entered by the Court, substantially in the form of Exhibit 4, and as set forth in ARTICLE XX.

(oo) “Funds” means the Settlement Trust Account, the BAP Fund, the Monetary Award Fund, and the Education Fund.

(pp) “Governmental Payor” means any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs, including, but not limited to, the Medicare Program, the Medicaid Program, Tricare, the Department of Veterans Affairs, and the Department of Indian Health Services.

(qq) “HIPAA” means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936 (1996) (codified as amended in scattered sections of 42 U.S.C.) and the implementing regulations issued by the United States Department of Health and Human Services thereunder, and incorporates by reference the provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009)) pertaining to Protected Health Information.

(rr) “Level 1 Neurocognitive Impairment” is defined in Exhibit 1.

(ss) “Level 1.5 Neurocognitive Impairment” is defined in Exhibit 1.

(tt) “Level 2 Neurocognitive Impairment” is defined in Exhibit 1.

(uu) “Lien” means any statutory lien of a Government Payor or Medicare Part C or Part D Program sponsor; or any mortgage, lien, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment of a Monetary Award, Supplemental Monetary Award, Derivative Claimant Award, or some portion thereof, to a Settlement Class Member under applicable federal or state law.

(vv) “Lien Resolution Administrator” means that person(s) or entity, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, to perform the responsibilities assigned to the Lien Resolution Administrator under this Settlement Agreement, including, without limitation, as set forth in ARTICLE XI.

(ww) “Medicaid Program” means the federal program administered by the states under which certain medical items, services, and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396–1, *et seq.*

(xx) “Medicare Part C or Part D Program” means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with CMS.

(yy) “Medicare Program” means the Medicare Parts A and B federal program administered by CMS under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.*

(zz) “Member Club” means any past or present member club of the NFL or any past member club of the American Football League.

(aaa) “Monetary Award” means the payment of money from the Monetary Award Fund to a Settlement Class Member, other than a Derivative Claimant, as set forth in ARTICLE VI. The term “Monetary Award” shall also include “Supplemental Monetary Award” with respect to the claims process set forth in this Settlement Agreement, including, without limitation, relating to submission and approval of claims, calculation and distribution of awards, and appeals.

(bbb) “Monetary Award Fund” or “MAF” means the sixty-five (65) year fund, as set forth in Section 6.10.

(ccc) “Monetary Award Grid” means that document attached as Exhibit 3.

(ddd) “MSP Laws” means the Medicare Secondary Payer Act set forth at 42 U.S.C. § 1395y(b), as amended from time to time, and implementing regulations, and other applicable written CMS guidance.

(eee) “NFL CBA Medical and Disability Benefits” means any disability or medical benefits available under the Collective Bargaining Agreement, including the benefits available under the Bert Bell/Pete Rozelle NFL Player Retirement Plan; NFL Player Supplemental Disability Plan, including the Neuro-Cognitive Disability Benefit provided for under Article 65 of the Collective Bargaining Agreement; the 88 Plan; Gene Upshaw NFL Player Health Reimbursement Account Plan; Former Player Life Improvement Plan; NFL Player Insurance Plan; and/or the Long Term Care Insurance Plan.

(fff) “NFL Football” means the sport of professional football as played in the NFL, the American Football League, the World League of American Football, the NFL Europe League, and the NFL Europa League. NFL Football excludes football played by all other past, present or future professional football leagues, including, without limitation, the All-American Football Conference.

(ggg) “NFL Medical Committees” means the various past and present medical committees, subcommittees and panels that operated or operate at the request and/or direction of the NFL, whether independent or not, including, without limitation, the Injury and Safety Panel, Mild Traumatic Brain Injury Committee, Head Neck and Spine Medical Committee, Foot and Ankle Subcommittee, Cardiovascular Health Subcommittee, and Medical Grants Subcommittee, and all persons, whether employees, agents or independent of the NFL, who at any time were members of or participated on each such panel, committee, or subcommittee.

(hhh) “Notice of Challenge Determination” means the written notice set forth in Section 4.3(a)(ii)-(iv).

(iii) “Notice of Deficiency” means that document that the Claims Administrator sends to any Settlement Class Member whose Claim Package or Derivative Claim Package contains a Deficiency, as set forth in Section 8.5.

(jjj) “Notice of Derivative Claimant Award Determination” means the written notice set forth in Section 9.2(a)-(b).

(kkk) “Notice of Monetary Award Claim Determination” means the written notice set forth in Section 9.1(b)-(c).

(lll) “Notice of Registration Determination” means the written notice set forth in Section 4.3.

(mmm) “Offsets” means downward adjustments to Monetary Awards, as set forth in Section 6.7(b).

(nnn) “Opt Out,” when used as a verb, means the process by which any Retired NFL Football Player, Representative Claimant or Derivative Claimant otherwise included in the Settlement Class exercises the right to exclude himself or herself from the Settlement Class in accordance with Fed. R. Civ. P. 23(c)(2).

(ooo) “Opt Outs,” when used as a noun, means those Retired NFL Football Players, Representative Claimants and Derivative Claimants who would otherwise have been included in the Settlement Class and who have timely and properly exercised their rights to Opt Out and therefore, after the Final Approval Date, are not Settlement Class Members.

(ppp) “Other Party” means every person, entity, or party other than the Released Parties.

(qqq) “Parkinson’s Disease” is defined in Exhibit 1.

(rrr) “Parties” means the Class Representatives and Subclass Representatives, individually and on behalf of the Settlement Class and Subclasses, and the NFL Parties.

(sss) “Personal Signature” means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Settlement Agreement, a document requiring a Personal Signature may be submitted by an actual original “wet ink” signature on hard copy, or a PDF or other electronic image of an actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, *et seq.*, the Uniform Electronic Transactions Act, or their successor acts.

(ttt) “Preliminary Approval and Class Certification Order” means the order, upon entry by the Court, preliminarily approving the Class Action Settlement and conditionally certifying the Settlement Class and Subclasses.

(uuu) “Protected Health Information” means individually identifiable health information, as defined in 45 C.F.R. § 160.103.

(vvv) “Qualified BAP Providers” means neuropsychologists certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology, and board-certified neurologists, eligible to conduct baseline assessments of Retired NFL Football Players under the BAP, as set forth in Section 5.7(a).

(www) “Qualified MAF Physician” means a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician, who is part of an approved list of physicians authorized to make Qualifying Diagnoses, as set forth in Section 6.5.

(xxx) “Qualified Pharmacy Vendor(s)” means one or more nationwide mail order pharmacies contracted to provide approved pharmaceutical prescriptions as part of the BAP Supplemental Benefits, as set forth in Section 5.7(b).

(yyy) “Qualifying Diagnosis” or “Qualifying Diagnoses” means Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer’s Disease, Parkinson’s Disease, ALS, and/or Death with CTE, as set forth in Exhibit 1 (Injury Definitions).

(zzz) “Related Lawsuits” means all past, present and future actions brought by one or more Releasors against one or more Released Parties pending in the Court, other than the Class Action Complaint, or in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum that arise out of, are based upon or are related to the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, alleged, or referred to in the Class Action Complaint, except that Settlement Class Members’ claims for workers’ compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits are not Related Lawsuits.

(aaaa) “Released Claims” means those claims released as set forth in Section 18.1 and Section 18.2.

(bbbb) “Released Parties” for purposes of the Released Claims means (i) the NFL Parties (including all persons, entities, subsidiaries, divisions, and business units composed thereby), together with (ii) each of the Member Clubs, (iii) each of the NFL Parties’ and Member Clubs’ respective past, present, and future agents, directors, officers, employees, independent contractors, general or limited partners, members, joint venturers, shareholders, attorneys, trustees, insurers (solely in their capacities as liability insurers of those persons or entities referred to in subparagraphs (i) and (ii) above and/or arising out of their relationship as liability insurers to such persons or entities), predecessors, successors, indemnitees, and assigns, and their past, present, and future spouses, heirs, beneficiaries, estates, executors, administrators, and personal representatives, including, without limitation, all past and present physicians who have been employed or retained by any Member Club and members of all past and present NFL Medical Committees; and (iv) any natural, legal, or juridical person or entity acting on behalf of or having liability in respect of the NFL Parties or the Member Clubs, in their respective capacities as such; and, as to (i)-(ii) above, each of their respective Affiliates, including their Affiliates’ officers, directors, shareholders, employees, and agents. For the avoidance of any doubt, Riddell is not a Released Party.

(cccc) “Releases” means the releases set forth in ARTICLE XVIII.

(dddd) “Releasors” means the releasors set forth in Section 18.1.

(eeee) “Representative Claimants” means authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players.

(ffff) “Retired NFL Football Players” means all living NFL Football players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

(gggg) “Riddell” means Riddell, Inc.; All American Sports Corporation; Riddell Sports Group, Inc.; Easton-Bell Sports, Inc.; Easton-Bell Sports, LLC; EB Sports Corp.; and RBG Holdings Corp., and each of their respective past, present, and future Affiliates, directors, officers, employees, general or limited partners, members, joint venturers, shareholders, agents, trustees, insurers (solely in their capacities as such), reinsurers (solely in their capacities as such), predecessors, successors, indemnitees, and assigns.

(hhhh) “Settlement Agreement” means this Settlement Agreement and all accompanying exhibits, including any subsequent amendments thereto and any exhibits to such amendments.

(iiii) “Settlement Class and Subclasses” is defined in Section 1.1 and Section 1.2.

(jjjj) “Settlement Class Member” means each Retired NFL Football Player, Representative Claimant and/or Derivative Claimant in the Settlement Class; provided, however, that the term Settlement Class Member as used herein with respect to any right or obligation after the Final Approval Date does not include any Opt Outs.

(kkkk) “Settlement Class Notice” means that notice, in the form of Exhibit 5, and as set forth in Section 14.1, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and approved by the Court.

(llll) “Settlement Class Notice Agent” means that person or entity who will implement the Settlement Class Notice Plan and who will be responsible for the publication and provision of the Settlement Class Notice and Settlement Class Supplemental Notice.

(mmmm) “Settlement Class Notice Payment” means Four Million United States dollars (U.S. \$4,000,000), as set forth in Sections 23.1(d) and

23.3(e), for the costs of Settlement Class Notice, any supplemental notice required, including, without limitation, the Settlement Class Supplemental Notice, and compensation of the Settlement Class Notice Agent and the Claims Administrator to the extent the Claims Administrator performs notice-related duties that have been agreed to by the NFL Parties.

(nnnn) “Settlement Class Notice Plan” means that document which sets forth the methods, timetable, and responsibilities for providing Settlement Class Notice to Settlement Class Members, as set forth in Section 14.1.

(oooo) “Settlement Class Supplemental Notice” means that notice, as set forth in Section 14.1(d), as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and approved by the Court.

(pppp) “Settlement Date” means the date by which Class Counsel and Counsel for the NFL Parties have all signed this Settlement Agreement on behalf of the Class and Subclass Representatives, Settlement Class and Subclasses, and the NFL Parties, respectively.

(qqqq) “Settlement Trust” means the trust enacted pursuant to the Settlement Trust Agreement, as set forth in Section 23.5.

(rrrr) “Settlement Trust Account” means that account created under the Settlement Trust Agreement and held by the Trustee into which the NFL Parties will make payments pursuant to ARTICLE XXIII of this Settlement Agreement.

(ssss) “Settlement Trust Agreement” means the agreement that will establish the Settlement Trust and will be entered into by Co-Lead Class Counsel, the NFL Parties, and the Trustee, as set forth in Section 23.5(c).

(tttt) “Signature” means the actual signature by the person whose signature is required on the document, or on behalf of such person by a person authorized by a power of attorney or equivalent document to sign such documents on behalf of such person. Unless otherwise specified in this Settlement Agreement, a document requiring a Signature may be submitted by: (i) an actual original “wet ink” signature on hard copy; (ii) a PDF or other electronic image of an actual signature; or (iii) an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, *et seq.*, the Uniform Electronic Transactions Act, or their successor acts.

(uuuu) “Special Master” means that person appointed by the Court pursuant to Federal Rule of Civil Procedure 53 to oversee the administration of the Settlement Agreement, as set forth in Section 10.1.

(vvvv) “Stadium Program Bonds” means the NFL’s G3 and G4 bonds.

(www) “Stroke” means stroke, as defined by the World Health Organization’s International Classification of Diseases, 9th Edition (ICD-9) or the World Health Organization’s International Classification of Diseases, 10th Edition (ICD-10), which occurs prior to or after the time the Retired NFL Football Player played NFL Football. A medically diagnosed Stroke does not include a transient cerebral ischaemic attack and related syndromes, as defined by ICD-10.

(xxxx) “Subclass Counsel” means, pending Court appointment, the counsel who are so designated and who are signatories to this Settlement Agreement, namely Arnold Levin of Levin, Fishbein, Sedran & Berman for Subclass 1, and Dianne M. Nast of NastLaw LLC for Subclass 2, and, upon appointment, such other counsel as the Court may appoint to represent the Settlement Subclasses 1 and 2.

(yyyy) “Subclass Representatives” means Shawn Wooden and Kevin Turner, or such other or different persons as may be designated by the Court as the representatives of the Settlement Subclasses 1 and 2.

(zzzz) “Supplemental Monetary Award” means the supplemental payment of monies from the Monetary Award Fund to a Settlement Class Member, as set forth in Section 6.8.

(aaaaa) “Traumatic Brain Injury” means severe traumatic brain injury unrelated to NFL Football play, that occurs during or after the time the Retired NFL Football Player played NFL Football, consistent with the definitions in the World Health Organization’s International Classification of Diseases, 9th Edition (ICD-9), Codes 854.04, 854.05, 854.14 and 854.15, and the World Health Organization’s International Classification of Diseases, 10th Edition (ICD-10), Codes S06.9x5 and S06.9x6.

(bbbbbb) “Tricare” means the federal program managed and administered by the United States Department of Defense through the Tricare Management Activity under which certain medical items, services, and/or prescription drugs are furnished to eligible members of the military services, military retirees, and military dependents under 10 U.S.C. § 1071, *et seq.*

(ccccc) “Trustee” means that person or entity approved by the Court as trustee of the Settlement Trust Account and as administrator of the qualified settlement fund for purposes of Treasury Regulation §1.468B-2(k)(3), as set forth in ARTICLE XXIII.

ARTICLE III

Settlement Benefits for Class Members

Section 3.1 The Class and Subclass Representatives, by and through Class Counsel and Subclass Counsel, and the NFL Parties, by and through Counsel for the NFL Parties, agree that, in consideration of the Releases and Covenant Not to Sue set forth in ARTICLE XVIII, and the dismissal with prejudice of the Class Action Complaint and the Related Lawsuits, and subject to the terms and conditions of this Settlement

Agreement, the NFL Parties will, in addition to other obligations set forth in this Settlement Agreement:

(a) Pay all final Monetary Awards and Derivative Claimant Awards to those Settlement Class Members who qualify for such awards pursuant to the requirements and criteria set forth in this Settlement Agreement;

(b) Provide qualified Settlement Class Members who are Retired NFL Football Players with the option to participate in the BAP and receive a BAP baseline assessment examination and BAP Supplemental Benefits, if eligible, pursuant to the requirements and criteria set forth in this Settlement Agreement; and

(c) Establish the Education Fund to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL CBA Medical and Disability Benefits programs, and other educational initiatives benefitting Retired NFL Football Players, as set forth in ARTICLE XII.

ARTICLE IV

Information and Registration Process

Section 4.1 Information

(a) Within ten (10) days after the Preliminary Approval and Class Certification Order, Co-Lead Class Counsel will cause to be established and maintained a public website containing information about the Class Action Settlement (the “Settlement Website”), including the Settlement Class Notice and “Frequently Asked Questions.” Within ninety (90) days after the Effective Date, Co-Lead Class Counsel will cause the Settlement Website to be transitioned for claims administration purposes. The Settlement Website will be the launching site for secure web-based portals established and maintained by the Claims Administrator, BAP Administrator, and/or Lien Resolution Administrator for use by Settlement Class Members and their designated attorneys throughout the term of the Class Action Settlement. The Claims Administrator will post all necessary information about the Class Action Settlement on the Settlement Website, including, as they become available, information about registration deadlines and methods to participate in the BAP, the Claim Package requirements and Monetary Awards, and the Derivative Claim Package requirements and Derivative Claimant Awards. All content posted on the Settlement Website will be subject to advance approval by Co-Lead Class Counsel and Counsel for the NFL Parties.

(b) Within ten (10) days after the Preliminary Approval and Class Certification Order, Co-Lead Class Counsel also will cause to be established and maintained an automated telephone system that uses a toll-free number or numbers to provide information about the Class Action Settlement. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel will cause the automated telephone system to be transitioned for claims administration purposes. Through this system, Settlement Class

Members may request and obtain copies of the Settlement Class Notice, Settlement Agreement, Claim Form, Derivative Claim Form, and Appeals Form, and they may speak with operators for further information.

Section 4.2 Registration Methods and Requirements

(a) The Claims Administrator will establish and administer both online and hard copy registration methods for participation in the Class Action Settlement.

(b) The registration requirements will include information sufficient to determine if a registrant is a Settlement Class Member, including: (i) name; (ii) address; (iii) date of birth; (iv) Social Security Number (if any); (v) email address (if any), and whether email, the web-based portal on the Settlement Website, or U.S. mail is the preferred method of communication; (vi) identification as a Retired NFL Football Player, Representative Claimant or Derivative Claimant; (vii) dates and nature of NFL Football employment (*e.g.*, Active List, practice squad, developmental squad), and corresponding identification of the employer Member Club(s) or assigned team(s) (for Retired NFL Football Players, or, for the subject Retired NFL Football Player or deceased Retired NFL Football Player in the case of Representative Claimants and Derivative Claimants); and (viii) Signature of the registering purported Settlement Class Member.

(i) In addition to the registration requirements in this Section 4.2(b), Representative Claimants also will identify the subject deceased or legally incapacitated or incompetent Retired NFL Football Player, including name, last known address, date of birth, and Social Security Number (if any), and will provide a copy of the court order, or other document issued by an official of competent jurisdiction, providing the authority to act on behalf of that deceased or legally incapacitated or incompetent Retired NFL Football Player.

(ii) In addition to the registration requirements in this Section 4.2(b), Derivative Claimants also will identify the subject Retired NFL Football Player or deceased Retired NFL Football Player and the relationship by which they assert the right under applicable state law to sue independently or derivatively.

(c) Unless good cause, as set forth in subsection (i), is shown, Settlement Class Members must register on or before 180 days from the date that the Settlement Class Supplemental Notice is posted on the Settlement Website. If a Settlement Class Member does not register by that deadline, that Settlement Class Member will be deemed ineligible for the BAP and BAP Supplemental Benefits, Monetary Awards and Derivative Claimant Awards.

(i) Good cause will include, without limitation, (a) that a Settlement Class Member who is a Representative Claimant had not been ordered by a court or other official of competent jurisdiction to be the authorized representative of the subject deceased or legally incapacitated or incompetent Retired NFL Football Player

prior to the registration deadline (and the Representative Claimant seeks to register within 180 days of authorization by the court or other official of competent jurisdiction), or (b) that the subject Retired NFL Football Player timely registered prior to his death or becoming legally incapacitated or incompetent and his Representative Claimant seeks to register for that Retired NFL Football Player; or (c) that the subject Retired NFL Football Player timely registered and the Derivative Claimant seeks to register within thirty (30) days of that Retired NFL Football Player's submission of a Claim Package.

Section 4.3 Registration Review

(a) Upon receipt of a purported Settlement Class Member's registration, the Claims Administrator will review the information to determine whether the purported Settlement Class Member is a Settlement Class Member under the Settlement Agreement, and whether he or she has timely registered. In order to determine qualification for the BAP, as set forth in Section 5.1, the Claims Administrator will also determine if a registering Retired NFL Football Player has identified his participation in NFL Football that earns him at least one half of an Eligible Season. The Claims Administrator will then issue a favorable or adverse Notice of Registration Determination, within forty-five (45) days of receipt of the purported Settlement Class Member's registration, informing the purported Settlement Class Member whether he or she is a Settlement Class Member who has properly registered. To the extent the volume of registrations warrants, this deadline may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties.

(i) Favorable Notices of Registration Determination will include information regarding the sections of the Settlement Website and/or secure web-based portals that provide detailed information regarding the Claim Package and Monetary Awards, the Derivative Claim Package and Derivative Claimant Awards and, for Settlement Class Members who are Retired NFL Football Players, information regarding the BAP. The Notice of Registration Determination will inform the Settlement Class Member of his or her unique identifying number for future use, including on a Claim Form or Derivative Claimant Form.

(ii) Adverse Notices of Registration Determination will include information regarding how the purported Settlement Class Member can challenge the determination. The purported Settlement Class Member may submit a written challenge to the Claims Administrator within sixty (60) days after the date of the Notice of Registration Determination. The purported Settlement Class Member must present a sworn statement or other evidence in support of any written challenge. The Claims Administrator will make a determination on the written challenge and issue a Notice of Challenge Determination to the purported Settlement Class Member and the NFL Parties informing them of the decision.

(iii) The NFL Parties can challenge, for good cause, a favorable Notice of Registration Determination by submitting a written challenge to the Claims Administrator within sixty (60) days after the date of the Notice of Registration Determination. The NFL Parties must present evidence in support of the written

challenge. The Claims Administrator will make a determination on the written challenge and issue a Notice of Challenge Determination to the purported Settlement Class Member and the NFL Parties informing them of the decision.

(iv) Any Notice of Challenge Determination may be appealed by the purported Settlement Class Member or the NFL Parties, provided that the NFL Parties' appeal is limited to challenging the purported Retired NFL Football Player's or subject Retired NFL Football Player's status as a Retired NFL Football Player, in writing to the Court within sixty (60) days after the date of the Notice of Challenge Determination. The parties may present evidence in support of, or in opposition to, the appeal. The Court will be provided access to all documents and information available to the Claims Administrator to aid in determining the appeal. The Court may, in its discretion, refer the appeal to the Special Master. The decision of the Court or the Special Master shall be final and binding.

(v) If either Co-Lead Class Counsel or Counsel for the NFL Parties believe that the Claims Administrator has issued a Notice of Registration Determination that reflects an improper interpretation of the Settlement Class definition set forth in Section 1.1, such counsel may petition the Court to resolve the issue. The Court may, in its discretion, refer the matter to the Special Master. If the Court or the Special Master determines that the Claims Administrator misinterpreted the Settlement Class definition, the decision of the Court or the Special Master will supersede the prior determination by the Claims Administrator.

ARTICLE V

Baseline Assessment Program

Section 5.1 Qualification. All Retired NFL Football Players with at least one half of an Eligible Season, as defined in Section 2.1(kk), who timely registered to participate in the Class Action Settlement, as set forth in ARTICLE IV, will qualify for the BAP and will be entitled to one (1) baseline assessment examination as provided in Section 5.2. For the avoidance of any doubt, an eligible Retired NFL Football Player who submits a claim for a Monetary Award, whether successful or not, may participate in the BAP, except a Retired NFL Football Player who submits a successful claim for a Monetary Award is not eligible to later receive BAP Supplemental Benefits.

Section 5.2 Scope of Program. The BAP will provide the opportunity for each qualified Retired NFL Football Player, as set forth in Section 5.1, to receive a maximum of one (1) baseline assessment examination, which includes: (a) a standardized neuropsychological examination in accordance with the testing protocol set forth in Exhibit 2 performed by a neuropsychologist certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology, who is a Qualified BAP Provider; and (b) a basic neurological examination performed by a board-certified neurologist who is a Qualified BAP Provider. The diagnosis of Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment and Level 2 Neurocognitive Impairment made pursuant to

the BAP must be agreed to by both the neuropsychologist and board-certified neurologist serving as Qualified BAP Providers. BAP baseline assessment examinations are intended to establish a physician/patient relationship between the Retired NFL Football Player and his Qualified BAP Providers. Retired NFL Football Players diagnosed during their BAP baseline assessment examinations by Qualified BAP Providers with Level 1 Neurocognitive Impairment will be eligible to receive BAP Supplemental Benefits, as set forth in Section 5.11. For the avoidance of any doubt, a Qualifying Diagnosis of Alzheimer’s Disease, Parkinson’s Disease, ALS or Death with CTE shall not be made through the BAP baseline assessment examination.

Section 5.3 Deadline for BAP Baseline Assessment Examination. A Retired NFL Football Player electing to receive a BAP baseline assessment examination must take it: (i) within two (2) years of the commencement of the BAP if he is age 43 or older on the Effective Date; or (ii) if he is younger than age 43 on the Effective Date, before his 45th birthday or within ten (10) years of the commencement of the BAP, whichever occurs earlier. For the avoidance of any doubt, there shall be no baseline assessment examinations after the tenth anniversary of the commencement of the BAP.

Section 5.4 Monetary Award Offset. If a Retired NFL Football Player in Subclass 1 chooses not to participate in the BAP and receives a Qualifying Diagnosis on or after the Effective Date, that Retired NFL Football Player will be subject to a Monetary Award Offset (as set forth in Section 6.7(b)(iv)) based on his non-participation in the BAP unless the Qualifying Diagnosis is of ALS or if he receives any Qualifying Diagnosis other than ALS prior to his deadline to receive a BAP baseline assessment examination as set forth in Section 5.3. This Offset does not apply to a Retired NFL Football Player who is in Subclass 2.

Section 5.5 BAP Term. The BAP will commence one hundred and twenty (120) days after the Settlement Class Supplemental Notice is posted on the Settlement Website and will end ten (10) years after it commences, except that the provision of BAP Supplemental Benefits to Retired NFL Football Players diagnosed with Level 1 Neurocognitive Impairment, as set forth in Exhibit 1, may extend beyond the term of the BAP for up to five (5) years as set forth in Section 5.11. Retired NFL Football Players who are qualified, as set forth in Section 5.1, will be entitled to one (1) baseline assessment examination within the applicable time limitations set forth in Section 5.3.

Section 5.6 BAP Administrator

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel will request that the Court appoint The Garretson Resolution Group, Inc. (“Garretson Group”) as BAP Administrator. Within ten (10) days after the Effective Date, Co-Lead Class Counsel will retain the BAP Administrator appointed by the Court.

(ii) Co-Lead Class Counsel's retention agreement with the BAP Administrator will provide that the BAP Administrator will perform its responsibilities and take all steps necessary to faithfully implement and administer the BAP-related provisions of the Settlement Agreement, and will require that the BAP Administrator maintain at all times appropriate and sufficient bonding insurance in connection with its performance of its responsibilities under the Settlement Agreement.

(iii) The Court may, at its sole discretion, request reports or information from the BAP Administrator. The BAP Administrator will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs.

(iv) The Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) will oversee the BAP Administrator, and may, at his or her sole discretion, request reports or information from the BAP Administrator.

(v) Beyond the reporting requirements set forth in Section 5.6(a)(iii)-(iv), beginning one month after the Effective Date, the BAP Administrator will issue a regular monthly report to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, and Counsel for the NFL Parties during the first three years of the BAP, and thereafter on a quarterly basis, or as reasonably agreed upon by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties, regarding the status and progress of the BAP. The monthly (or quarterly) report will include, without limitation, information regarding activity in the BAP, including: (a) the number and identity of Retired NFL Football Players with pending BAP appointments, (b) the monthly and total number of Retired NFL Football Players who took part in the BAP, and the identity of each Settlement Class Member who took part in the preceding month; (c) the monthly and total monetary amounts paid to Qualified BAP Providers; (d) the monthly and total number of Retired NFL Football Players eligible for BAP Supplemental Benefits, as set forth in Section 5.11, and the identity of each such Retired NFL Football Player; (e) any Retired NFL Football Player complaints regarding specific Qualified BAP Providers; (f) expenses/administrative costs, including a summary accounting of the administrative expenses incurred by the BAP Administrator in the preceding month; and (g) any other information reasonably requested by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, or Counsel for the NFL Parties.

(vi) Beginning on the first January after the Effective Date, the BAP Administrator will provide annual financial reports to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties, based on information from the preceding year, regarding: (a) the number of Retired NFL Football Players who took part in the BAP; (b) the monetary amount paid to Qualified BAP Providers; (c) the number of Retired NFL Football Players eligible for BAP Supplemental Benefits; (d) the

expenses/administrative costs incurred by the BAP Administrator; (e) the projected expenses/administrative costs for the remainder of the BAP, including the five-year period for the provision of BAP Supplemental Benefits as set forth in Sections 5.5 and 5.11; (f) the monies remaining in the BAP Fund; and (g) any other information reasonably requested by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, or Counsel for the NFL Parties.

(b) Compensation and Expenses. Reasonable compensation of the BAP Administrator, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and reasonable out-of-pocket costs and expenses directly incurred as a result of the BAP Administrator's responsibilities will be paid out of the BAP Fund. The BAP Administrator shall submit an annual budget to the Court for review and approval. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the reasonableness of the BAP Administrator's out-of-pocket costs and expenses, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the reasonableness of such costs and expenses. If the Court or Special Master, as applicable, determines that any costs and expenses are unreasonable, the BAP Administrator will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the BAP Administrator will refund that amount to the BAP Fund.

(c) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of the BAP Administrator.

(d) Replacement. The BAP Administrator may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If the BAP Administrator resigns, dies, is replaced, or is otherwise unable to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties will agree to and jointly recommend a new proposed BAP Administrator for appointment by the Court.

(e) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, the Special Master and the BAP Administrator will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the BAP Administrator, including, without limitation, its executive leadership team and all employees conducting BAP-related work, on the one hand, and Settlement Class Members (and counsel individually representing them, if any), the NFL Parties, Counsel for the NFL Parties, or the Special Master, on the other hand. Co-Lead Class Counsel, Counsel for the NFL Parties, and the BAP Administrator, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) may modify such procedures in the future, if appropriate. Notwithstanding anything herein to the contrary, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master understand that the BAP Administrator regularly provides settlement administration, lien resolution, and other related services to settling parties and their attorneys, and Co-Lead

Class Counsel, Counsel for the NFL Parties, and the Special Master acknowledge and agree that it shall not be a conflict of interest for the BAP Administrator to provide such services to such individuals or to receive compensation for such work.

Section 5.7 Retention and Oversight of Qualified BAP Providers and Qualified BAP Pharmacy Vendor(s)

(a) Qualified BAP Providers

(i) Within ninety (90) days after the Effective Date, the BAP Administrator will establish and maintain a network of Qualified BAP Providers to provide baseline assessment examinations to Retired NFL Football Players, and to provide medical treatment to Retired NFL Football Players who receive BAP Supplemental Benefits, as set forth in Section 5.11. The BAP Administrator's selection of all Qualified BAP Providers will be subject to written approval of Co-Lead Class Counsel and Counsel for the NFL Parties, each of which will have the unconditional right to veto the selection of twenty (20) Qualified BAP Providers, in addition to the unconditional right to veto the selection of any Qualified BAP Provider who has served or is serving as a litigation expert consultant or expert witness for a party or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint since July 1, 2011. Thereafter, the BAP Administrator may select additional Qualified BAP Providers during the term of the BAP to the extent necessary to effectuate network coverage, subject to written approval of Co-Lead Class Counsel and Counsel for the NFL Parties. Co-Lead Class Counsel and Counsel for the NFL Parties each shall accrue five (5) additional unconditional veto rights for every fifty (50) new Qualified BAP Providers selected and approved during the term of the BAP, and shall retain the unconditional right to veto the selection of any Qualified BAP Provider who has served or is serving as a litigation expert consultant or expert witness for a party or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint since July 1, 2011.

(ii) The BAP Administrator will select Qualified BAP Providers based on the following criteria: (a) education, training, licensing, credentialing, board certification, and insurance coverage; (b) ability to provide the specified baseline assessment examinations under the BAP; (c) ability to provide medical services under the BAP Supplemental Benefits; (d) ability to provide all required examinations and services in a timely manner; (e) geographic proximity to Retired NFL Football Players; and (f) rate structure and payment terms. Under no circumstances will a Qualified BAP Provider be selected or approved who has been convicted of a crime of dishonesty, or who is serving on or after the Final Approval Date as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint. If selected and approved, under no circumstances shall a Qualified BAP Provider continue to serve in that role if convicted of a crime of dishonesty and/or thereafter retained as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint.

(iii) In order to be eligible for selection, each Qualified BAP Provider must provide the following information to the BAP Administrator: (a) state professional license number; (b) National Provider Identifier; (c) board-certification information, if any; (d) evidence of proper licensing and insurance coverage under applicable state laws; (e) experience, including number of years as a healthcare provider; (f) primary and additional service locations; (g) mailing and billing addresses; (h) tax identification information; (i) ability to provide the specified baseline assessment examinations; (j) capacity for new patients; (k) appointment accessibility; (l) languages spoken; (m) criminal record; (n) the percentage of his/her practice related to litigation expert/consulting engagements, including the relative percentage of such expert/consulting performed for plaintiffs, defendants and court/administrative bodies, and a general description of such engagements, since July 1, 2011; (o) list of all litigation-related engagements as a litigation expert consultant or expert witness arising out of, or relating to, head, brain and/or cognitive injury of athletes; (p) a general description of any past or present salaried, or other professional or consulting relationships with the NFL Parties or Member Clubs; and (q) such other information as the BAP Administrator may reasonably request.

(iv) The BAP Administrator will enter into a written contract with each Qualified BAP Provider (the "Provider Contract") to provide the specified baseline assessment examinations under the BAP and authorized medical services under the BAP Supplemental Benefits. The Provider Contract will include, among other things, a description of the baseline assessment examinations that will be provided under the BAP; rates, billing, and payment terms; terms relating to licensing, credentials, board certification, and other qualifications; the amount and type of insurance to be maintained by the Qualified BAP Provider; procedures for scheduling, rescheduling, and cancelling BAP appointments; document retention policies and procedures; and fraud policies. The Provider Contract will further provide: (a) that the Qualified BAP Provider will release and hold harmless the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, and Claims Administrator from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from or related to the services provided by that Qualified BAP Provider as part of the BAP; (b) that the Qualified BAP Provider will not seek payment from the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, or Claims Administrator for any medical service(s), examination(s), and/or test(s) or any medical treatment or care that are not part of the specified baseline assessment examinations or authorized for payment under the terms of the BAP Supplemental Benefits, except that the Qualified BAP Provider may seek payment from a Retired NFL Football Player or, where applicable, his or her insurer for any medical service(s), examination(s), and/or test(s) or any medical treatment or care that are not part of the specified baseline assessment examinations or BAP Supplemental Benefits, where the Retired NFL Football Player, or, where applicable, his or her insurer, has agreed in writing to authorize and pay for such medical service(s), examination(s), and/or test(s) or any medical treatment or care; and (c) that the Qualified BAP Provider will retain medical records for Retired NFL Football Players in accordance with Section 5.10.

(1) The Provider Contract will be drafted by the BAP Administrator, as overseen by the Special Master, and in consultation with and subject to the approval of, Co-Lead Class Counsel and Counsel for the NFL Parties.

(2) The Provider Contract's fraud policies will contain the following warning against fraudulent conduct: "As a Qualified BAP Provider you have agreed to provide your services and make your diagnosis in good faith in accordance with best medical practices. Your diagnoses and billings will be audited on a periodic and random basis subject to the discretion of the BAP Administrator and Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof). Any finding of fraudulent diagnoses or billings by you will be subject to, without limitation, referral to appropriate regulatory and disciplinary boards and agencies and/or federal authorities, the immediate termination of this contract, and your disqualification from serving as a diagnosing physician in any aspect of the Class Action Settlement."

(v) The BAP Administrator will audit the credentialing and performance of Qualified BAP Providers on an annual (or, as needed, more frequent) basis. The criteria and process for the audit will be overseen by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) and subject to the approval of Co-Lead Class Counsel and Counsel for the NFL Parties, except Co-Lead Class Counsel or Counsel for the NFL Parties shall maintain the right to order audits of specific Qualified BAP Providers under this subparagraph, on the basis of good cause, at any time during the BAP, including the five-year period for the provision of BAP Supplemental Benefits as set forth in Sections 5.5 and 5.11. The BAP Administrator may conduct onsite visits at the locations of Qualified BAP Providers on a random or adverse selection basis to confirm their compliance with the Provider Contract described in Section 5.7(a)(iv).

(vi) All Qualified BAP Providers will bill the BAP Administrator directly for any services rendered pursuant to the terms and conditions of the BAP. The BAP Administrator will establish procedures to ensure that the BAP Fund is the primary payer for BAP baseline assessment examinations and treatments under the BAP Supplemental Benefits, subject to the coverage limits of the BAP Supplemental Benefits, consistent with the Provider Contract, which will be executed by the BAP Administrator and each participating Qualified BAP Provider. The BAP Administrator will establish and administer a system to audit Qualified BAP Providers' procedures for billing and providing BAP baseline assessment examinations and BAP Supplemental Benefits treatments. This audit system will be designed to detect billing errors that could result in overpayment or the payment of unauthorized medical services. The BAP Administrator will bring abusive and fraudulent Qualified BAP Provider billings to the attention of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties.

(vii) The BAP Administrator may terminate the Provider Contract of any Qualified BAP Providers that are not in compliance with its terms, or for other cause.

(b) Qualified Pharmacy Vendor(s)

(i) Within ninety (90) days after the Effective Date, the BAP Administrator will contract with one or more Qualified BAP Pharmacy Vendor(s) to provide pharmaceuticals covered by the BAP Supplemental Benefits, as set forth in Section 5.11. The BAP Administrator's selection of the Qualified BAP Pharmacy Vendor(s) will be subject to written approval of the Special Master, in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties.

(ii) The BAP Administrator will select Qualified BAP Pharmacy Vendor(s) based on the following criteria: (a) proper licensing for operation as a mail order pharmacy in all U.S. states and territories; (b) nationwide coverage and ease of administration; and (c) rate structure and payment terms.

(iii) In order to be eligible for selection, each Qualified BAP Pharmacy Vendor must provide the following information to the BAP Administrator: (a) federal DEA and/or state license numbers, as applicable; (b) evidence of proper licensing under applicable state laws; (c) experience, including number of years as a mail order pharmacy; (d) information about processes required to submit and fulfill mail order prescriptions; (e) average processing and delivery time from submission of a valid prescription; (f) policies related to generic substitution of name-brand pharmaceutical products; (g) mailing and billing addresses; (h) tax identification information; (i) languages spoken; and (j) such other information as the BAP Administrator may reasonably request.

(iv) The BAP Administrator will enter into a written contract with each Qualified BAP Pharmacy Vendor (the "Pharmacy Contract") to provide the pharmaceuticals covered under the BAP Supplemental Benefits. The Pharmacy Contract will include, among other things, a description of the pharmaceutical therapies that will be covered under the BAP Supplemental Benefits; rates, billing, and payment terms; terms relating to qualifications; procedures for submitting, filling, and shipping prescriptions; document retention policies and procedures; and fraud policies. The Pharmacy Contract will further provide: (a) that the Qualified BAP Pharmacy Vendor will release and hold harmless the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, and Claims Administrator from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from or related to the services provided by that Qualified BAP Pharmacy Vendor as part of the BAP; and (b) that the Qualified BAP Pharmacy Vendor will not seek payment from the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, or Claims Administrator for any prescriptions that are authorized for payment under the terms of the BAP Supplemental Benefits.

(v) The BAP Administrator will audit the performance of Qualified BAP Pharmacy Vendor(s) on an annual (or, as needed, more frequent) basis. The criteria and process for the audit will be overseen by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) and subject to the approval of Co-Lead Class Counsel and Counsel for the NFL.

(vi) All Qualified BAP Pharmacy Vendors will be reimbursed by the BAP Administrator directly for any services rendered pursuant to the terms and conditions of the BAP, subject to the coverage limits of the BAP Supplemental Benefits. The BAP Administrator will establish procedures to ensure that the BAP Fund is the primary payer for covered prescriptions consistent with the Pharmacy Contract, which will be executed by the BAP Administrator and each participating Qualified BAP Provider. The BAP Administrator will establish and administer a system to audit Qualified BAP Pharmacy Vendor(s)' procedures for billing and providing approved BAP Supplemental Benefits prescriptions. This audit system will be designed to detect billing errors that could result in overpayment or the payment of unauthorized prescriptions. The BAP Administrator will bring abusive and fraudulent Qualified BAP Pharmacy Vendor billings to the attention of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties.

(vii) The BAP Administrator may terminate the Pharmacy Contract of any Qualified BAP Pharmacy Vendor that is not in compliance with its terms, or for other cause.

Section 5.8 Scheduling and Providing Baseline Assessment Examinations. The Parties will establish, subject to Court approval, processes and procedures governing the scheduling and provision of BAP examinations.

Section 5.9 Other Communications with Retired NFL Football Players

(a) The BAP Administrator will send an Explanation of Benefits ("EOB") statement to each Retired NFL Football Player following a BAP appointment. The statement will describe the services and medical examinations that were performed during the appointment.

(b) Beginning one (1) year after the Effective Date of the Settlement Agreement, the BAP Administrator will send Retired NFL Football Players who have not received baseline assessments and remain eligible to do so, an annual statement describing the BAP and requesting that they update any contact information that has changed in the preceding year.

(c) If a Retired NFL Football Player is represented by counsel and has provided such notice to the BAP Administrator, the BAP Administrator will copy his counsel of record on any written communications with the Retired NFL Football Player.

Section 5.10 Use and Retention of Medical Records

(a) All Retired NFL Football Players who participate in the BAP will be encouraged to provide their confidential medical records for use in medical research into cognitive impairment and safety and injury prevention with respect to football players. The provision of such medical records shall be subject to the reasonable informed consent of the Retired NFL Football Players, and in compliance with applicable law, including a HIPAA-compliant authorization form. Medical records and information used in medical research will be kept confidential.

(b) The BAP Administrator will retain the medical records of Retired NFL Football Players and other program-defined forms that must be completed by the Qualified BAP Providers.

(c) Qualified BAP Providers who provide BAP baseline assessment examinations will be required to retain all medical records from such visits in compliance with applicable state and federal laws; provided, however, that each Qualified BAP Provider will be required to retain all medical records in the format(s) prescribed by applicable state and federal laws and, notwithstanding any shorter time period permitted under applicable laws, will be required to retain such medical records for not less than ten (10) years after the conclusion of the BAP term.

(d) All Retired NFL Football Player medical records will be treated as confidential, as set forth in Section 17.2.

Section 5.11 BAP Supplemental Benefits. Each Retired NFL Football Player diagnosed by Qualified BAP Providers with a Level 1 Neurocognitive Impairment, as defined in Exhibit 1, shall be eligible for BAP Supplemental Benefits related to the Retired NFL Football Player's impairment in the form of medical treatment, counseling and/or examination by Qualified BAP Providers, including, if medically needed and prescribed by a Qualified BAP Provider, pharmaceuticals by Qualified BAP Pharmacy Vendor(s). BAP Supplemental Benefits shall comprise medical treatments and/or examinations generally accepted by the medical community. The BAP Supplemental Benefits must be used within the term of the BAP or within five (5) years of diagnosis of Level 1 Neurocognitive Impairment by Qualified BAP Providers, even if the five (5) year period extends beyond the term of the BAP, whichever is later. The BAP Administrator, as overseen by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), and in consultation with, and subject to the approval of, Co-Lead Class Counsel and Counsel for the NFL Parties, will establish the procedures governing BAP Supplemental Benefits.

Section 5.12 Diagnosing Physician Certifications. Qualified BAP Providers who diagnose a Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment, as set forth in Exhibit 1, must support that diagnosis with a Diagnosing Physician Certification and supporting medical records. The Qualified BAP Provider must provide the Diagnosing Physician Certification and

copies of the supporting medical records to the Retired NFL Football Player, his counsel (if any), and the BAP Administrator.

Section 5.13 Conflicting Opinions of Qualified BAP Providers. If there is a lack of agreement, as required by Section 5.2 and Exhibit 1, between the two Qualified BAP Providers regarding whether a Retired NFL Football Player has Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, or none, the BAP Administrator may in its discretion: (a) request that the Qualified BAP Providers confer with each other in an attempt to resolve the conflict; (b) request that a second BAP baseline assessment examination be conducted by different Qualified BAP Providers; or (c) refer the results of the BAP baseline assessment examination and all relevant medical records to a member of the Appeals Advisory Panel for review and decision. The decision of the member of the Appeals Advisory Panel will determine whether the Retired NFL Football Player has Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, or none. If the member of the Appeals Advisory Panel determines that additional review, analysis and/or testing needs to be conducted prior to a decision, such review, analysis and/or testing will be completed by Qualified BAP Providers as selected by the BAP Administrator. The decision of the Appeals Advisory Panel member as to whether the Retired NFL Football Player has Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, or none, will be final and binding, except a claim for a Monetary Award or Derivative Claimant Award relying on such diagnosis may still be appealed, as set forth in Section 9.5. The member of the Appeals Advisory Panel must support the decision with a Diagnosing Physician Certification.

Section 5.14 Funding.

(a) All aspects of the BAP, including, without limitation, its costs and expenses, payment of Qualified BAP Providers, compensation of the BAP Administrator, and BAP Supplemental Benefits, will be paid from the BAP Fund. Any funds remaining in the BAP Fund at the conclusion of the five-year period for the provision of BAP Supplemental Benefits, as set forth in Sections 5.5 and 5.11, shall be transferred to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund.

(b) In order to ensure sufficient funds to pay for a baseline assessment examination for each eligible Retired NFL Football Player, as set forth in Section 5.2 and subject to Sections 5.14(a), 23.1(b) and 23.3(d) of this Agreement, the maximum per player BAP Supplemental Benefit payable under this Section, taking into account such factors as the number of Retired NFL Football Players using the BAP and diagnosed with Level 1 Neurocognitive Impairment, shall be determined on the one-year anniversary of the commencement of the BAP by Co-Lead Class Counsel and Counsel for the NFL Parties, in consultation with the BAP Administrator, and with the approval of the Court. The maximum per player benefit will be set at a sufficient level to ensure that there will be sufficient funds, without exceeding the Seventy-Five Million United States Dollars (U.S. \$75,000,000) cap on the BAP Fund, to pay for every eligible Retired NFL

Football Player to receive one baseline assessment examination. At the conclusion of the term of the BAP, and at such other times as the Court may direct or as may be requested by Co-Lead Class Counsel or Counsel for the NFL Parties, Co-Lead Class Counsel and Counsel for the NFL Parties will review and adjust, if necessary, this maximum benefit, in consultation with the BAP Administrator and with the approval of the Court, to ensure that there are sufficient funds to pay for all baseline assessment examinations without exceeding the Seventy-Five Million United States Dollar (U.S. \$75,000,000) cap on the BAP Fund.

ARTICLE VI

Monetary Awards for Qualifying Diagnoses

Section 6.1 Eligible Retired NFL Football Players and Representative Claimants will be entitled to Monetary Awards as set forth in this Article.

Section 6.2 Eligibility

(a) A Settlement Class Member who is a Retired NFL Football Player or Representative Claimant is eligible for a Monetary Award if, and only if: (i) the Settlement Class Member timely registered to participate in the Class Action Settlement, as set forth in Section 4.2; (ii) the subject Retired NFL Football Player or deceased Retired NFL Football Player was diagnosed with a Qualifying Diagnosis; and (iii) the Settlement Class Member timely submits a Claim Package, subject to the terms and conditions set forth in ARTICLE VIII.

(b) A Representative Claimant of a deceased Retired NFL Football Player will be eligible for a Monetary Award only if the deceased Retired NFL Football Player died on or after January 1, 2006, or if the Court determines that a wrongful death or survival claim filed by the Representative Claimant would not be barred by the statute of limitations under applicable state law as of: (i) the date the Representative Claimant filed litigation against the NFL (and, where applicable, NFL Properties) relating to the subject matter of these lawsuits, if such a wrongful death or survival claim was filed prior to the Settlement Date; or (ii) the Settlement Date, where no such suit has previously been filed.

Section 6.3 Qualifying Diagnoses

(a) The following, as defined in Exhibit 1, are Qualifying Diagnoses eligible for a Monetary Award: (a) Level 1.5 Neurocognitive Impairment; (b) Level 2 Neurocognitive Impairment; (c) Alzheimer's Disease; (d) Parkinson's Disease; (e) Death with CTE; and (f) ALS. All Qualifying Diagnoses must be made by properly credentialed physicians as set forth below for the particular Qualifying Diagnosis, consistent with Exhibit 1 (Injury Definitions).

(b) Following the Effective Date, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS shall be made only by Qualified MAF Physicians, except that a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment or Level 2

Neurocognitive Impairment may also be made by Qualified BAP Providers as set forth in Section 5.2 and consistent with the terms of Exhibit 1 (Injury Definitions).

(i) Any licensed neuropsychologist who assists a Qualified MAF Physician in making a Qualifying Diagnosis must be certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology.

(c) From the date of the Preliminary Approval and Class Certification Order through the Effective Date, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS shall be made only by board-certified neurologists, board-certified neurosurgeons, or other board-certified neuro-specialist physicians, except as set forth in Section 6.3(e).

(d) Prior to the date of the Preliminary Approval and Class Certification Order, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS shall be made only by board-certified neurologists, board-certified neurosurgeons, or other board-certified neuro-specialist physicians, or otherwise qualified neurologists, neurosurgeons, or other neuro-specialist physicians, except as set forth in Section 6.3(e).

(e) For a Retired NFL Football Player deceased prior to the Effective Date, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS, which was rendered while the Retired NFL Football Player was living by a physician not otherwise identified in Sections 6.3 (b)-(d) but who has sufficient qualifications (i) in the field of neurology to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS, or (ii) in the field of neurocognitive disorders to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment, is permitted.

(f) A Qualifying Diagnosis of Death with CTE shall be made only for Retired NFL Football Players who died prior to the date of the Preliminary Approval and Class Certification Order, through a post-mortem diagnosis by a board-certified neuropathologist of CTE.

Section 6.4 Qualifying Diagnosis Review by Appeals Advisory Panel.

(a) A member of the Appeals Advisory Panel must review, as set forth in Section 6.4(b), Qualifying Diagnoses made prior to the Effective Date by:

(i) A board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician, who is not a Qualified MAF Physician, between July 1, 2011 and the Effective Date;

(ii) A neurologist, neurosurgeon, or other neuro-specialist physician, who is not board-certified but is otherwise qualified; and

(iii) A physician who is not a Qualified MAF Physician and who is not otherwise identified in Section 6.4(a)(i)-(ii) but who has sufficient qualifications (i) in the field of neurology to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer’s Disease, Parkinson’s Disease, or ALS, or (ii) in the field of neurocognitive disorders to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment.

(b) If a review of a Qualifying Diagnosis by a member of the Appeals Advisory Panel is required by Section 6.4(a), the contents of the Claim Package relevant to the Qualifying Diagnosis, including the Claim Form, the Diagnosing Physician Certification, medical records supporting and reflecting the Qualifying Diagnosis, and any other related materials concerning the Qualifying Diagnosis, shall be submitted to a member of the Appeals Advisory Panel for review. The Appeals Advisory Panel member will determine whether the Retired NFL Football Player or deceased Retired NFL Football Player has the Qualifying Diagnosis reported in the Diagnosing Physician Certification, or, where there is no Diagnosing Physician Certification as set forth in Section 8.2(a)(i), reported in the Claim Package submitted by the Representative Claimant. The Appeals Advisory Panel member shall review the Qualifying Diagnosis based on principles generally consistent with the diagnostic criteria set forth in Exhibit 1 (Injury Definitions), including consideration of, without limitation, the qualifications of the diagnosing physician, the supporting medical records and the year and state of medicine in which the Qualifying Diagnosis was made. The Appeals Advisory Panel member also shall confirm that the Qualifying Diagnosis was made by an appropriate physician as set forth in Section 6.3. For the avoidance of any doubt, the review of whether a Qualifying Diagnosis is based on principles generally consistent with the diagnostic criteria set forth in Exhibit 1 (Injury Definitions) does not require identical diagnostic criteria, including without limitation, the same testing protocols or documentation requirements.

(i) The review by a member of the Appeals Advisory Panel under this subsection, absent extraordinary circumstances impacting the schedule of such member, shall be completed within forty-five (45) days of the date on which he or she receives a Settlement Class Member’s file, except such time limit may be altered to the extent the volume of files warrants, either by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), or by application by Co-Lead Class Counsel or Counsel for the NFL Parties to the Court. The Qualifying Diagnoses shall generally be reviewed in the order in which they are received.

Section 6.5 Qualified MAF Physicians

(a) Within ninety (90) days after the Effective Date, the Claims Administrator will establish and maintain a list of Qualified MAF Physicians eligible to provide Qualifying Diagnoses. Each Qualified MAF Physician shall be approved by Co-Lead Class Counsel and Counsel for the NFL Parties, which approval shall not be unreasonably withheld. To the extent a Retired NFL Football Player is examined by a Qualified MAF Physician, such visit and examination shall be at the Retired NFL Football Player's own expense.

(b) The Claims Administrator will select Qualified MAF Physicians based on the following criteria: (a) education, training, licensing, credentialing, board certification, and insurance coverage; (b) ability to provide the specified examinations necessary to make Qualifying Diagnoses; (c) ability to provide all required examinations and services in a timely manner; (d) insurance accessibility; and (e) geographic proximity to Retired NFL Football Players. Under no circumstances will a Qualified MAF Physician be selected or approved who has been convicted of a crime of dishonesty, or who is serving on or after the Final Approval Date as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint. If selected and approved, under no circumstances shall a Qualified MAF Physician continue to serve in that role if convicted of a crime of dishonesty and/or thereafter retained as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint.

(c) In order to be eligible for selection, each Qualified MAF Physician must provide the following information to the Claims Administrator: (a) state professional license number; (b) National Provider Identifier; (c) board-certification information; (d) evidence of proper licensing and insurance coverage under applicable state laws; (e) experience, including number of years as a healthcare provider; (f) primary and additional service locations; (g) mailing and billing addresses; (h) tax identification information; (i) ability to provide all required examinations and services in a timely manner; (j) capacity for new patients; (k) appointment accessibility; (l) languages spoken; (m) criminal record; (n) the percentage of his/her practice related to litigation expert/consulting engagements, including the relative percentage of such expert/consulting performed for plaintiffs, defendants, and court/administrative bodies, and a general description of such engagements, since July 1, 2011; (o) list of all litigation-related engagements as a litigation expert consultant or expert witness arising out of, or relating to, head, brain and/or cognitive injury of athletes; (p) a general description of any past or present salaried, or other professional or consulting relationships with the NFL Parties or Member Clubs; and (q) such other information as the Claims Administrator may reasonably request.

Section 6.6 Modification of Qualifying Diagnoses

(a) Subject to the constraints of Section 6.6(b), following the Effective Date, on a periodic basis not to exceed once every ten (10) years, Co-Lead

Class Counsel and Counsel for the NFL Parties agree to discuss in good faith possible prospective modifications to the definitions of Qualifying Diagnoses and/or the protocols for making Qualifying Diagnoses, in light of generally accepted advances in medical science. No such modifications can be made absent written agreement between Co-Lead Class Counsel and Counsel for the NFL Parties and approval by the Court, and neither Co-Lead Class Counsel nor Counsel for the NFL Parties shall seek modification to the definitions of Qualifying Diagnoses and/or the protocols for making Qualifying Diagnoses other than with the written agreement of the other regarding such modifications.

(b) Monetary Awards, consistent with the terms of this Settlement Agreement, shall compensate Settlement Class Members only in circumstances where a Retired NFL Football Player manifests actual cognitive impairment and/or actual neuromuscular impairment, or a deceased Retired NFL Football Player manifested actual cognitive impairment and/or actual neuromuscular impairment while living. For the avoidance of any doubt, the identification of a condition—for example, through a blood test, genetic test, imaging technique, or otherwise—that has not yet resulted in actual cognitive impairment and/or actual neuromuscular impairment experienced by the Retired NFL Football Player does not qualify as a Qualifying Diagnosis. As such, Co-Lead Class Counsel and Counsel for the NFL Parties have defined the Qualifying Diagnoses to require an actual manifestation of cognitive impairment and/or an actual manifestation of neuromuscular impairment. Consistent with Section 6.6(a), Co-Lead Class Counsel and Counsel for the NFL Parties will address possible advances in science to effectuate this mutual intent. For the avoidance of doubt, this subsection does not apply to the Qualifying Diagnosis of Death with CTE. This subsection also does not alter the Qualifying Diagnoses definitions, as set forth in Exhibit 1.

(c) In no event will modifications be made to the Monetary Award levels in the Monetary Award Grid, except for inflation adjustment(s) as set forth in Section 6.9.

Section 6.7 Determination of Monetary Awards

(a) Settlement Class Members who the Claims Administrator determines are entitled to Monetary Awards will be compensated in accordance with the terms of the Monetary Award Grid and all applicable Offsets, as set forth in Exhibit 3 and below, except such compensation will be reduced by one percent (1%) to the extent that any Derivative Claimants submit for, and are entitled to, a Derivative Claimant Award based upon their relationships with the Retired NFL Football Player, as set forth in ARTICLE VII.

(b) Offsets. All Monetary Awards will be subject to downward adjustments, including based on a Settlement Class Member's age at the time of the Qualifying Diagnosis (as reflected in the Monetary Award Grid, as set forth in Exhibit 3), and as follows:

(i) Number of Eligible Seasons:

- | | | |
|------|-----------------------|---------|
| (1) | 4.5 Eligible Seasons: | - 10% |
| (2) | 4 Eligible Seasons: | - 20% |
| (3) | 3.5 Eligible Seasons: | - 30% |
| (4) | 3 Eligible Seasons: | - 40% |
| (5) | 2.5 Eligible Seasons: | - 50% |
| (6) | 2 Eligible Seasons: | - 60% |
| (7) | 1.5 Eligible Seasons: | - 70% |
| (8) | 1 Eligible Season: | - 80% |
| (9) | 0.5 Eligible Seasons: | - 90% |
| (10) | 0 Eligible Seasons: | - 97.5% |

(ii) Medically diagnosed Stroke occurring prior to a
Qualifying Diagnosis: - 75%

(iii) Medically diagnosed Traumatic Brain Injury occurring prior to a Qualifying Diagnosis: - 75%

(iv) Non-participation in the BAP by a Retired NFL Football Player in Subclass 1, except where the Qualifying Diagnosis is of ALS or if he receives any Qualifying Diagnosis prior to his deadline to receive a BAP baseline assessment examination as set forth in Section 5.3: - 10%

(c) For purposes of calculating the total number of Eligible Seasons earned by a Retired NFL Football Player or deceased Retired NFL Football Player under this Settlement Agreement, each Eligible Season and each half of an Eligible Season for which the subject Retired NFL Football Player did not otherwise earn an Eligible Season, will be summed together to reach a total number of Eligible Seasons (e.g., 3.5 Eligible Seasons).

(i) For the avoidance of any doubt, seasons in the World League of American Football, the NFL Europe League, or the NFL Europa League are specifically excluded from the calculation of an Eligible Season.

(d) If the Retired NFL Football Player receives a Qualifying Diagnosis prior to a medically diagnosed Stroke or a medically diagnosed Traumatic Brain Injury, then the 75% Offset for medically diagnosed Stroke or medically diagnosed Traumatic Brain Injury will not apply. If the Retired NFL Football Player receives a Qualifying Diagnosis subsequent to a medically diagnosed Stroke or a medically

diagnosed Traumatic Brain Injury, and if the Settlement Class Member demonstrates, by clear and convincing evidence, that the Qualifying Diagnosis was not causally related to the Stroke or the Traumatic Brain Injury, then the 75% Offset will not apply.

(e) Multiple Offsets will be applied individually and in a serial manner to any Monetary Award. For example, if the Monetary Award before the application of Offsets is \$1,000,000, and two 10% Offsets apply, there will be a 19% aggregate downward adjustment of the award (*i.e.*, application of the first Offset will reduce the award by 10%, or \$100,000, to \$900,000, and application of the second Offset will reduce the award by an additional 10%, or \$90,000, to \$810,000).

Section 6.8 Supplemental Monetary Awards. If, during the term of the Monetary Award Fund, a Retired NFL Football Player who has received a Monetary Award based on a certain Qualifying Diagnosis subsequently is diagnosed with a different Qualifying Diagnosis, the Retired NFL Football Player (or his Representative Claimant, if applicable) may be entitled to a Supplemental Monetary Award. If the Monetary Award level in the Monetary Award Grid (“Grid Level”) for the subsequent Qualifying Diagnosis is greater than the Grid Level for the earlier Qualifying Diagnosis, the Retired NFL Football Player (or his Representative Claimant, if applicable) will be entitled to a payment that is equal to the Grid Level for the subsequent Qualifying Diagnosis, after application of all applicable Offsets, minus the Grid Level for the earlier Qualifying Diagnosis, after application of all applicable Offsets, but prior to any deductions for the satisfaction of Liens. In other words, any amounts deducted from the earlier Monetary Award to satisfy Liens will not be considered in the calculation of the Supplemental Monetary Award, which may also require an amount deducted to satisfy any subsequent Liens. (By way of example only, a Retired NFL Football Player who receives a Monetary Award for Level 1.5 Neurocognitive Impairment that is \$1,000,000 after application of all Offsets, which is then reduced by \$20,000 to \$980,000 to satisfy a Lien, and who later receives a Qualifying Diagnosis for Level 2 Neurocognitive Impairment that would pay \$1,200,000 after application of all Offsets, where there are no additional Liens, shall be entitled to a Supplemental Monetary Award of \$200,000.)

Section 6.9 Inflation Adjustment. Monetary Award amounts set forth in Exhibit 3 will be subject to an annual inflation adjustment, beginning one year after the Effective Date, not to exceed two and a half percent (2.5%), the precise amount subject to the sound judgment of the Special Master (or the Court after expiration of the term of the Special Master) based on consideration of the Consumer Price Index for Urban Consumers (CPI-U).

Section 6.10 Monetary Award Fund Term. The Monetary Award Fund will commence on the Effective Date and will end sixty-five (65) years after the Effective Date.

ARTICLE VII

Derivative Claimant Awards

Section 7.1 All Settlement Class Members who are Derivative Claimants seeking Derivative Claimant Awards must do so through the submission of Derivative Claim Packages containing all required proof, as set forth in Section 8.2(b).

Section 7.2 Eligibility. A Settlement Class Member who is a Derivative Claimant is entitled to a Derivative Claimant Award if, and only if: (a) the Derivative Claimant timely registered to participate in the Class Action Settlement, as set forth in Section 4.2; (b) the Retired NFL Football Player through whom the relationship is the basis of the claim (or the Representative Claimant of a deceased or legally incapacitated or incompetent Retired NFL Football Player through whom the relationship is the basis of the claim) has received a Monetary Award; (c) the Settlement Class Member timely submits a Derivative Claim Package, subject to the terms and conditions set forth in ARTICLE VIII; and (d) the Claims Administrator determines, based on a review of the records provided in the Derivative Claim Package and applicable state law, that the Derivative Claimant has a relationship with the subject Retired NFL Football Player that properly and legally provides the right under applicable state law to sue independently and derivatively.

Section 7.3 Determination of Derivative Claimant Awards. Settlement Class Members who the Claims Administrator determines are entitled to Derivative Claimant Awards will be compensated from the Monetary Award of the Retired NFL Football Player through whom the relationship is the basis of the claim (or his Representative Claimant), and from any Supplemental Monetary Award, in the amount of one percent (1%) of that Monetary Award and any Supplemental Monetary Award. If there are multiple Derivative Claimants asserting valid claims based on the same subject Retired NFL Football Player, the Claims Administrator will divide and distribute the Derivative Claimant Award among those Derivative Claimants pursuant to the laws of the domicile of the Retired NFL Football Player (or his Representative Claimant, if any).

ARTICLE VIII

Submission and Review of Claim Packages and Derivative Claim Packages

Section 8.1 All Settlement Class Members applying for Monetary Awards or Derivative Claimant Awards must submit Claim Packages or Derivative Claim Packages to the Claims Administrator.

Section 8.2 Content

(a) The content of Claim Packages will be agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and will include, without limitation: (i) a Claim Form with the Personal Signature of the Retired NFL Football Player (or Representative Claimant) either on the Claim Form or on an acknowledgement form verifying the contents of the Claim Form; (ii) a Diagnosing Physician Certification;

(iii) medical records reflecting the Qualifying Diagnosis; (iv) a HIPAA-compliant authorization form; and (v) records in the possession, custody or control of the Settlement Class Member demonstrating employment and participation in NFL Football.

(i) Representative Claimants of Retired NFL Football Players who died prior to the Effective Date do not need to include a Diagnosing Physician Certification in the Claim Package if the physician who provided the Qualifying Diagnosis, as set forth in Exhibit 1, also died prior to the Effective Date or was deemed by a court of competent jurisdiction legally incapacitated or incompetent prior to the Effective Date. Instead, the Representative Claimant must provide evidence of that physician's death, incapacity or incompetence and of the qualifications of the diagnosing physician. For the avoidance of any doubt, all other content of Claim Packages must be submitted, including medical records reflecting the Qualifying Diagnosis.

(ii) In cases where a Retired NFL Football Player has received a Qualifying Diagnosis and the diagnosing physician who provided the Qualifying Diagnosis, as set forth in Exhibit 1, has died or has been deemed by a court of competent jurisdiction legally incapacitated or incompetent prior to the Effective Date, or otherwise prior to completing a Diagnosing Physician Certification, the Retired NFL Football Player (or his Representative Claimant, if applicable) may obtain a Diagnosing Physician Certification from a separate qualified physician for the Qualifying Diagnosis as specified in Exhibit 1 based on an independent examination by the qualified physician and a review of the Retired NFL Football Player's medical records that formed the basis of the Qualifying Diagnosis by the deceased or legally incapacitated or incompetent physician. If the same Qualifying Diagnosis is found by both doctors, the date of Qualifying Diagnosis used to calculate Monetary Awards shall be the date of the earlier Qualifying Diagnosis.

(b) The content of Derivative Claim Packages will be agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and will include, without limitation: (i) a Derivative Claim Form with the Personal Signature of the Derivative Claimant either on the Derivative Claim Form or on an acknowledgement form verifying the contents of the Derivative Claim Form; and (ii) records sufficient to verify the relationship with the subject Retired NFL Football Player or deceased Retired NFL Football Player that properly and legally provides the Derivative Claimant the right under applicable state law to sue independently and derivatively.

(c) All statements made in Claim Forms, Derivative Claim Forms, any acknowledgement forms, and Diagnosing Physician Certifications will be sworn statements under penalty of perjury.

(d) Each Settlement Class Member has the obligation to submit to the Claims Administrator all of the documents required in Section 8.2 to receive a Monetary Award or Derivative Claimant Award.

Section 8.3 Submission

(a) Settlement Class Members must submit Claim Packages and Derivative Claim Packages to the Claims Administrator in accordance with Section 30.15.

(i) Claim Packages must be submitted to the Claims Administrator no later than two (2) years after the date of the Qualifying Diagnosis or within two (2) years after the Settlement Class Supplemental Notice is posted on the Settlement Website, whichever is later. Failure to comply with this two (2) year time limitation will preclude a Monetary Award for that Qualifying Diagnosis, unless the Settlement Class Member can show substantial hardship that extends beyond the Retired NFL Football Player's Qualifying Diagnosis and that precluded the Settlement Class Member from complying with the two (2) year deadline, and submits the Claim Package within four (4) years after the date of the Qualifying Diagnosis or after the Settlement Class Supplemental Notice is posted on the Settlement Website, whichever is later.

(ii) Derivative Claim Packages must be submitted to the Claims Administrator no later than thirty (30) days after the Retired NFL Football Player through whom the relationship is the basis of the claim (or the Representative Claimant of a deceased or legally incapacitated or incompetent Retired NFL Football Player through whom the relationship is the basis of the claim) receives a Notice of Monetary Award Claim Determination that provides a determination that the Retired NFL Football Player (or his Representative Claimant) is entitled to a Monetary Award. Failure to comply with this time limitation will preclude a Derivative Claimant Award based on that Monetary Award.

(b) Each Settlement Class Member will promptly notify the Claims Administrator of any changes or updates to the information the Settlement Class Member has provided in the Claim Package or Derivative Claim Package, including any change in mailing address.

(c) All information submitted by Settlement Class Members to the Claims Administrator will be recorded in a computerized database that will be maintained and secured in accordance with all applicable federal, state and local laws, regulations and guidelines, including, without limitation, HIPAA. The Claims Administrator must ensure that information is recorded and used properly, that an orderly system of data management and maintenance is adopted, and that the information is retained under responsible custody. The Claims Administrator will keep the database in a form that grants access for claims administration use, but otherwise restricts access rights, including to employees of the Claims Administrator who are not working on claims administration for the Class Action Settlement.

(i) The Claims Administrator and Lien Resolution Administrator, and their respective agents, representatives, and professionals who are administering the Class Action Settlement, will have access to all information submitted by Settlement Class Members to the Claims Administrator and/or Lien Resolution

(ii) All information submitted by Settlement Class Members to the Claims Administrator will be treated as confidential, as set forth in Section 17.2.

Section 8.4 Preliminary Review

(a) Within forty-five (45) days of the date on which the Claims Administrator receives a Claim Package or Derivative Claim Package from a Settlement Class Member, the Claims Administrator will determine the sufficiency and completeness of the required contents, as set forth in Section 8.2. To the extent the volume of claims warrants, this deadline may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(b) The Claims Administrator will reject a claim submitted by a Settlement Class Member, subject to the cure provisions of Section 8.5, if the Claims Administrator has not received all required content.

Section 8.5. Deficiencies and Cure. For rejected Claim Packages or Derivative Claim Packages, the Claims Administrator will send a Notice of Deficiency to the Settlement Class Member, which Notice will contain a brief explanation of the Deficiency(ies) giving rise to rejection of the Claim Package or Derivative Claim Package, and will, where necessary, request additional information and/or documentation. The Claims Administrator will make available to the Settlement Class Member through a secure online web interface any document(s) with a Deficiency needing correction or, upon request from the Settlement Class Member, will mail the Settlement Class Member a copy of such document(s). The Notice of Deficiency will be sent no later than forty-five (45) days from the date of receipt of the Claim Package or Derivative Claim Package by the Claims Administrator. To the extent the volume of claims warrants, this deadline may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof). The Notice of Deficiency will contain a recommendation for how, if possible, the Settlement Class Member can cure the Deficiency, and will provide a reasonable deadline not less than 120 days (from the date the Notice of Deficiency is sent to the Settlement Class Member) for the Settlement Class Member to submit Deficiency cure materials. Within that time period, the Settlement Class Member will have the opportunity to cure all Deficiencies and provide any requested additional information or documentation, except that the failure to submit timely a Claim Package or Derivative Claim Package in accordance with the terms of this Settlement Agreement cannot be cured other than upon a showing of substantial hardship as set forth in Section 8.3(a)(i). Any Claim Package or Derivative Claim Package that continues to suffer from a Deficiency identified on the

Notice of Deficiency following the submission of documentation intended to cure the Deficiency will be denied by the Claims Administrator.

Section 8.6 Verification and Investigation

(a) Each Settlement Class Member claiming a Monetary Award or Derivative Claimant Award will authorize the Claims Administrator and/or Lien Resolution Administrator, as applicable, consistent with HIPAA and other applicable privacy laws, to verify facts and details of any aspect of the Claim Package or Derivative Claim Package and/or the existence and amounts, if any, of any Liens. The Claims Administrator or Lien Resolution Administrator, at its sole discretion, may request additional documentation, which each Settlement Class Member agrees to provide in order to claim a Monetary Award or Derivative Claimant Award.

(b) The Claims Administrator will have the discretion to undertake or cause to be undertaken further verification and investigation, including into the nature and sufficiency of any Claim Package or Derivative Claim Package documentation, including, without limitation, as set forth in Section 10.3.

ARTICLE IX **Notice of Claim Determinations, Payments, and Appeals**

Section 9.1 Monetary Award Determination. Based upon its review of the Claim Package, and the results of any investigations of the Settlement Class Member's claim, the Claims Administrator will determine whether a Settlement Class Member qualifies for a Monetary Award and the amount of any such Award. In order to decide whether a Settlement Class Member is entitled to a Monetary Award, and at what level, the Claims Administrator will determine whether the Retired NFL Football Player or deceased Retired NFL Football Player has a Qualifying Diagnosis according to the Diagnosing Physician Certification, including consideration of, without limitation, the qualifications of the diagnosing physician, or in the case of a deceased Retired NFL Football Player diagnosed by a deceased physician, as set forth in Section 8.2(a)(i), according to the supporting medical records. If the Claims Administrator determines that there is a Qualifying Diagnosis, it will determine the level of Monetary Award based on the Monetary Award Grid (attached as Exhibit 3) and a review of the Diagnosing Physician Certification for the age at the time of the Qualifying Diagnosis, and will review the Claim Package, including the Claim Form and medical records reflecting the Qualifying Diagnosis, for information relating to all other Offsets, and must apply all applicable Offsets to the Monetary Award. For the avoidance of any doubt, the Claims Administrator has no discretion to make a Monetary Award determination other than as set forth above.

(a) Evidence of NFL Employment and Participation. To the extent that the Claims Administrator determines that the Settlement Class Member has provided in the Claim Package insufficient evidence of the Retired NFL Football Player's NFL employment and participation to substantiate the claimed Eligible Seasons, the Claims Administrator will request that the NFL Parties and Member Clubs provide any

employment or participation records of the Retired NFL Football Player in their reasonable possession, custody or control, which the NFL Parties and Member Clubs will provide in good faith. The Claims Administrator will consider all of the evidence provided to it by the Retired NFL Football Player and the NFL Parties and Member Clubs in determining the appropriate number of Eligible Seasons to apply to the Retired NFL Football Player's claim. The Claims Administrator shall credit only the Eligible Seasons substantiated by the overall evidence. To the extent there is no objective evidence regarding an Eligible Season claimed by the Retired NFL Football Player beyond his sworn statement, the Claims Administrator will take into account the reasons offered by the Retired NFL Football Player for the lack of such objective evidence in arriving at its final decision.

(i) The assertion of NFL employment and participation in more than one (1) Eligible Season, however, must be substantiated by the Retired NFL Football Player with objective evidence beyond his sworn statement, the sufficiency of which shall be in the Claims Administrator's discretion. In the event there is no objective evidence of NFL employment and participation in more than one (1) Eligible Season, the Claims Administrator may credit the Retired NFL Football Player with one (1) or fewer Eligible Seasons consistent with Section 9.1(a).

(b) Timing of Monetary Award Determination. The Claims Administrator will make such determination and will send a corresponding Notice of Monetary Award Claim Determination to the Settlement Class Member and the NFL Parties no later than sixty (60) days from the later of: (i) the date when a completed Claim Package that is free from all Deficiencies is received by the Claims Administrator; (ii) the date, if any, when all Deficiencies with a Settlement Class Member's Claim Package have been deemed cured by the Claims Administrator; (iii) the date, if any, on which the additional information or documentation identified in the Notice of Deficiency, if applicable, has been timely provided to the Claims Administrator; (iv) the date of a decision by a member of the Appeals Advisory Panel under Section 8.6(b); or (v) the date on which the Settlement Class Member no longer has the right to cure such Deficiencies or provide additional information or documentation, in accordance with Section 8.5; provided, however, that to the extent the volume of claims warrants, these deadlines may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(c) Notice Content

(i) Notices of Monetary Award Claim Determination that provide an adverse determination will include a short statement regarding the reasons for the adverse determination and information regarding how the Settlement Class Member can appeal the determination, as set forth in Section 9.7. An adverse Notice of Monetary Award Claim Determination does not preclude a Settlement Class Member from submitting a Claim Package in the future for a Monetary Award should the Retired NFL Football Player's medical condition change. The Claims Administrator shall develop reasonable procedures and rules to ensure the right of Settlement Class Members

to submit a Claim Package for the same or different Qualifying Diagnoses in the future, while preventing unwarranted repetitive claims that do not disclose materially changed circumstances from prior claims made by the Settlement Class Member.

(ii) Notices of Monetary Award Claim Determination that provide a determination that the Settlement Class Member is entitled to a Monetary Award will provide: (a) the net amount of that Monetary Award after application of Offsets; (b) a listing of the Offsets applied to that Monetary Award; (c) the Lien Resolution Administrator's determination of any amount deducted from the Monetary Award to satisfy identified Liens, as set forth in ARTICLE XI; or the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Monetary Award under which identified Liens shall be resolved, as set forth in ARTICLE XI; (d) information regarding how the Settlement Class Member can appeal the Monetary Award determination, as set forth in Section 9.7; and (e) information regarding the timing of payment, as set forth in Section 9.3.

(d) NFL Parties' and Co-Lead Class Counsel's Review of Claim Packages. If a Notice of Monetary Award Determination provides a determination that the Settlement Class Member is entitled to a Monetary Award, the Claims Administrator will make the Settlement Class Member's Claim Package and the review determinations available to the NFL Parties and Co-Lead Class Counsel.

Section 9.2 Derivative Claimant Award Determination. Based upon its review of the Derivative Claim Package, and the results of any investigations of the Derivative Claimant's claim, the Claims Administrator will determine whether a Derivative Claimant qualifies for a Derivative Claimant Award, as set forth in Section 7.3.

(a) Timing of Derivative Claimant Award Determination. The Claims Administrator will make such determination and will send a corresponding Notice of Derivative Claimant Award Determination to the Settlement Class Member and the NFL Parties no later than thirty (30) days from the later of: (i) the date when a completed Derivative Claim Package that is free from all Deficiencies is received by the Claims Administrator; (ii) the date when all Deficiencies with a Settlement Class Member's Derivative Claim Package have been determined by the Claims Administrator to be satisfactorily cured; (iii) the date, if any, on which the additional information or documentation identified in the Notice of Deficiency, if applicable, has been timely provided to the Claims Administrator; or (iv) the date on which the Settlement Class Member no longer has the right to cure such Deficiencies or provide additional information or documentation, in accordance with Section 8.5; provided, however, that to the extent the volume of claims warrants, these deadlines may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(b) Notice Content

(i) Notices of Derivative Claimant Award Determination that provide an adverse determination will include a short statement regarding the reasons for the adverse determination and information regarding how the Settlement Class Member can appeal the determination, as set forth in Section 9.7. An adverse Notice of Derivative Claimant Award Determination does not preclude a Derivative Claimant from submitting a Derivative Claim Package in the future for a Derivative Claimant Award should the Retired NFL Football Player receive a Supplemental Monetary Award or succeed on an appeal of a previously denied claim for a Monetary Award.

(ii) Notices of Derivative Claimant Award Determination that provide a determination that the Settlement Class Member is entitled to a Derivative Claimant Award will provide: (a) the amount of that Derivative Claimant Award; (b) the Lien Resolution Administrator's determination of any amount deducted from the Derivative Claimant Award to satisfy identified Liens, as set forth in ARTICLE XI; or the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Derivative Claimant Award under which identified Liens will be resolved, as set forth in ARTICLE XI; (c) information regarding how the Derivative Claimant can appeal the Derivative Claimant Award determination, as set forth in Section 9.7; and (d) information regarding the timing of payment, as set forth in Section 9.4.

(c) NFL Parties' and Co-Lead Class Counsel's Review of Derivative Claim Packages. If a Notice of Derivative Claimant Award Determination provides a determination that the Settlement Class Member is entitled to a Derivative Claimant Award, the Claims Administrator will make the Settlement Class Member's Claim Package and the review determinations available to the NFL Parties and Co-Lead Class Counsel.

Section 9.3 Remuneration and Payment of Monetary Awards.

(a) The Claims Administrator will promptly pay any Monetary Awards to Settlement Class Members who qualify under the terms of the Monetary Award Grid and all applicable Offsets after the Claims Administrator sends a Notice of Monetary Award Claim Determination; provided, however, any such payment will not occur until after the completion of the processes for (i) appealing Monetary Award determinations, as set forth in Section 9.7; (ii) auditing claims and investigating claims for fraud, as set forth in Section 10.3; (iii) identifying and satisfying Liens, as set forth in ARTICLE XI; and (iv) determining if any Derivative Claimants have filed timely, and are entitled to, Derivative Claimant Awards based on their relationship with the subject Retired NFL Football Player. Such payment shall be made consistent with Section 23.3(b)(iv) of this Settlement Agreement.

(b) In connection with a Monetary Award issued to a Representative Claimant, the Claims Administrator will abide by all substantive laws of the domicile of such Representative Claimant concerning distribution and will not issue

payment until the Claims Administrator has received from the Settlement Class Member proof of such court approvals or other documents necessary to authorize payment. Where short form procedures exist concerning such distribution that do not require domiciliary court approval or supervision, the Claims Administrator is authorized to adopt those procedures as part of the claims administration process applicable to such Representative Claimant. The Claims Administrator also is authorized to adopt procedures as are approved by the Court to aid or facilitate in the payment of claims to minor, incapacitated or incompetent Settlement Class Members or their guardians.

(c) Upon the completion of the Monetary Award Fund term, as set forth in Section 6.10, the Court shall determine the proper disposition of any funds remaining in the Monetary Award Fund consistent with the purpose of this Settlement, including to promote safety and injury prevention with respect to football players and/or the treatment or prevention of traumatic brain injuries.

Section 9.4 Remuneration and Payment of Derivative Claimant Awards

(a) The Claims Administrator will promptly pay any Derivative Claimant Awards to Settlement Class Members who qualify; provided, however, any such payment will not occur until after expiration or completion of: (i) the time period for Derivative Claimants to file Derivative Claim Packages, as set forth in Section 8.3(a)(ii), has expired; (ii) the process for appealing Derivative Claimant Awards, including appeals by any other Derivative Claimants asserting claims based on the same Retired NFL Football Player, as set forth in Section 9.7; (iii) the process for auditing claims and investigating claims for fraud, set forth in Section 10.3; and (iv) the process for identifying and satisfying Liens, as set forth in ARTICLE XI. Such payment shall be made consistent with Section 23.3(b)(iv) of this Settlement Agreement.

(b) In paying a Derivative Claimant Award to a minor, the Claims Administrator will abide by all substantive laws of the domicile of such Settlement Class Member concerning distribution and will not issue payment until the Claims Administrator has received from the Settlement Class Member proof of such court approvals or other documents necessary to authorize payment. Where short form procedures exist concerning such distribution that do not require domiciliary court approval or supervision, the Claims Administrator is authorized to adopt those procedures as part of the claims administration process applicable to such Settlement Class Members. The Claims Administrator also is authorized to adopt procedures as are approved by the Court to aid or facilitate in the payment of claims to minor, incapacitated or incompetent Settlement Class Members or their guardians.

Section 9.5 Scope of Appeals. The Claims Administrator's determination as to whether a Settlement Class Member is entitled to a Monetary Award or Derivative Claimant Award under this Settlement Agreement, and/or the calculation of the Monetary Award or Derivative Claimant Award, is appealable by the Settlement Class Member, Co-Lead Class Counsel, or the NFL Parties based on their respective good faith belief that the determination by the Claims Administrator was incorrect.

Section 9.6 Appellant Fees and Limitations

(a) Any Settlement Class Member taking an appeal will be charged a fee of One Thousand United States dollars (U.S. \$1,000) by the Claims Administrator that must be paid before the appeal may proceed, which fee will be refunded if the Settlement Class Member's appeal is successful. If the appeal is unsuccessful, the fee will be paid to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund.

(b) The NFL Parties may appeal Monetary Award or Derivative Claimant Award determinations in good faith. To the extent that Co-Lead Class Counsel believe that the NFL Parties are submitting vexatious, frivolous or bad faith appeals, Co-Lead Class Counsel may petition the Court for appropriate relief.

Section 9.7 Submissions on Appeals

(a) The appellant must submit to the Court his or her notice of appeal, using an Appeals Form to be agreed upon by Co-Lead Class Counsel and the NFL Parties and provided by the Claims Administrator, with written copy to the appellee(s) Settlement Class Member or the NFL Parties (as applicable), Co-Lead Class Counsel, and to the Claims Administrator, no later than thirty (30) days after receipt of a Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination. Appellants must present evidence in support of their appeal, and any written statements may not exceed five (5) single-spaced pages in length.

(b) The appellee(s) may submit a written opposition to the appeal no later than thirty (30) days after receipt of the Appeals Form. This written opposition must not exceed five (5) single-spaced pages in length. The Court will not deem the lack of an opposition to be an admission regarding the merits of the appeal. The appellant may not submit a reply.

(c) Co-Lead Class Counsel may submit a written statement in support of or opposition to the appeal no later than fifteen (15) days after receipt of the Appeals Form or an appellee's written opposition. This written statement must not exceed five (5) single-spaced pages in length. The Court will not deem the lack of a statement to be an admission regarding the merits of the appeal. The appellant and appellee(s) may each submit a reply.

Section 9.8 Review and Decision. The Court will make a determination based upon a showing by the appellant of clear and convincing evidence. The Court may be assisted, in its discretion, by any member of the Appeals Advisory Panel and/or an Appeals Advisory Panel Consultant. The decision of the Court will be final and binding.

(vi) Members of the Appeals Advisory Panel or the Appeals Advisory Panel Consultants may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If any member of the Appeals Advisory Panel or an Appeals Advisory Panel Consultant resigns, dies, is replaced, or is otherwise unable to continue in his or her position, Co-Lead Class Counsel

and Counsel for the NFL Parties will agree to and jointly recommend a new proposed member for appointment by the Court.

(b) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master will establish and implement procedures to promptly detect and resolve possible conflicts of interest between members of the Appeals Advisory Panel or Appeals Advisory Panel Consultants, on the one hand, and an appellant or appellee(s), on the other hand. Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) may modify such procedures in the future, if appropriate. For the avoidance of any doubt, employment of the Special Master by any Party as an expert in unrelated matters will not constitute a conflict of interest.

(c) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of a member of the Appeals Advisory Panel or an Appeals Advisory Panel Consultant.

ARTICLE X

Class Action Settlement Administration

Section 10.1 Special Master

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel will request that the Court appoint, in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties, a Special Master pursuant to Federal Rule of Civil Procedure 53.

(ii) It is the intention of the Parties that the Special Master will perform his or her responsibilities and take all steps necessary to faithfully oversee the implementation and administration of the Settlement Agreement. The Special Master shall be appointed for a term of five (5) years commencing on the Effective Date. The term of the Special Master shall be extended, or a new Special Master shall be appointed, for additional five-year terms for the life of the Settlement Agreement, unless the Court determines, in consultation with Co-lead Class Counsel and Counsel for the NFL Parties, that the Special Master's role is no longer necessary.

(iii) The Special Master will maintain at all times appropriate and sufficient bonding insurance in connection with his or her performance of responsibilities under the Settlement Agreement. The cost for this insurance will be paid out of the Monetary Award Fund.

(iv) The Court may, at its sole discretion, request reports or information from the Special Master. The Special Master will be responsible for reporting and providing information to the Court at such frequency and in such a manner

as the Court directs. The Claims Administrator may assist with such reports if requested by the Special Master.

(v) Following the five (5) year term of the Special Master, and any extension(s) thereof, oversight of the administration of the Class Action Settlement will revert to the Court.

(b) Roles and Responsibilities

(i) The Special Master will, among other responsibilities set forth in this Settlement Agreement:

(1) Provide reports or information that the Court may, at its sole discretion, request from the Special Master, who will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs;

(2) Oversee complaints raised by Co-Lead Class Counsel, Counsel for the NFL Parties, the BAP Administrator, Claims Administrator and/or the Lien Resolution Administrator regarding aspects of the Class Action Settlement;

(3) Hear appeals of registration determinations, if requested by the Court, as set forth in Section 4.3(a)(iv);

(4) Oversee the BAP Administrator, Claims Administrator and Lien Resolution Administrator, as set forth in Section 5.6(a)(iv), Section 10.2(a)(iv), and Section 11.1(a)(iv), and receive monthly and annual reports from those Administrators; and

(5) Oversee fraud detection and prevention procedures, and review and decide the appropriate disposition of potentially fraudulent claims as further specified in Section 10.3(i).

(c) Compensation and Expenses. Annual compensation of the Special Master will not exceed Two Hundred Thousand United States dollars (U.S. \$200,000). The annual compensation and reasonable out-of-pocket costs and expenses of the Special Master directly incurred as a result of the performance of his or her responsibilities will be paid out of the Monetary Award Fund. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the reasonableness of the Special Master's out-of-pocket costs and expenses, in which case the Court will determine the reasonableness of such costs and expenses. If the Court determines that any costs and expenses are unreasonable, the Special Master will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the Special Master will refund that amount to the Monetary Award Fund.

(d) Replacement. The Court, in its discretion, can replace the Special Master for good cause. If the Special Master resigns, dies, or is otherwise unable

to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties may file a motion for the appointment by the Court of a new Special Master.

(e) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the Special Master, on the one hand, and Settlement Class Members (and counsel individually representing them, if any), Class Counsel, the NFL Parties, Counsel for the NFL Parties, the BAP Administrator, the Claims Administrator, or the Lien Resolution Administrator, on the other hand. Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval of the Court, may modify such procedures in the future, if appropriate. For the avoidance of any doubt, employment of the Special Master by any Party as an expert in unrelated matters will not constitute a conflict of interest.

Section 10.2 Claims Administrator

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel will request that the Court appoint BrownGreer PLC as Claims Administrator. Within ten (10) days after the Effective Date, Co-Lead Class Counsel will retain the Claims Administrator appointed by the Court.

(ii) Co-Lead Class Counsel's retention agreement with the Claims Administrator will provide that the Claims Administrator will perform its responsibilities and take all steps necessary to faithfully implement and administer the Settlement Agreement, and will require that the Claims Administrator maintain at all times appropriate and sufficient bonding insurance in connection with its performance of its responsibilities under the Settlement Agreement.

(iii) The Court may, at its sole discretion, request reports or information from the Claims Administrator. The Claims Administrator will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs.

(iv) The Special Master, for the duration of his or her term, will oversee the Claims Administrator, and may, at his or her sole discretion, request reports or information from the Claims Administrator.

(v) Beyond the reporting requirements set forth in Section 10.2(a)(iii)-(iv), beginning one month after the Effective Date, the Claims Administrator will issue a regular monthly report to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, and Counsel for the NFL Parties during the first three years of the Monetary Award Fund, and thereafter on a quarterly basis or as reasonably agreed upon by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and the NFL Parties, regarding the status

and progress of claims administration. The monthly (or quarterly) report will include, without limitation: (a) the monthly and total number of Settlement Class Members who registered timely, and the biographical information for each Settlement Class Member who registered timely in the preceding month, as set forth in Section 4.2(c); (b) the identity of each Settlement Class Member who submitted a Claim Package or Derivative Claim Package in the preceding month, the review status of such package (*e.g.*, under preliminary review, subject to a Notice of Deficiency, subject to verification and investigation, received a Notice of Claim Determination), and the monthly and total number of Settlement Class Member claims for Monetary Awards and Derivative Claimant Awards; (c) the monthly and total number of Monetary Awards and Derivative Claimant Awards paid; (d) the monthly and total number of each Qualifying Diagnosis for which a Monetary Award has been paid; (e) the monthly and total number of Settlement Class Members for whom appeals are pending regarding Monetary Awards and Derivative Claimant Awards; (f) the monthly identification/breakdown of physicians diagnosing Qualifying Diagnoses and/or law firms representing Settlement Class Members who submitted claims for Monetary Awards and Derivative Claimant Awards; (g) the monthly expenses/administrative costs, including a summary accounting of the administrative expenses incurred by the Claims Administrator; and (h) any other information requested by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, or Counsel for the NFL Parties.

(vi) Beginning on the first January after the Effective Date, the Claims Administrator will provide annual financial reports to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties, based on information from the preceding year, regarding: (a) the number of Settlement Class Members, broken down by Qualifying Diagnosis, who received Monetary Awards, and the corresponding number of Settlement Class Members who sought but were found by the Claims Administrator or the Court not to qualify for Monetary Awards; (b) the number of Settlement Class Members who received Derivative Claimant Awards, and the corresponding number of Settlement Class Members who sought but were found by the Claims Administrator or the Court not to qualify for Derivative Claimant Awards; (c) the monetary amounts paid through Monetary Awards and Derivative Claimant Awards, including the monetary amounts over the term of the Class Action Settlement; (d) the number of Settlement Class Members for whom appeals are pending regarding Monetary Awards and Derivative Claimant Awards; (e) the identification/breakdown of physicians diagnosing Qualifying Diagnoses and/or law firms representing Settlement Class Members who submitted claims for Monetary Awards and Derivative Claimant Awards; (f) expenses/administrative costs, including a summary accounting of the administrative expenses incurred by the Claims Administrator; (g) the projected expenses/administrative costs for the remainder of the Monetary Award Fund term; (h) the monies remaining in the Monetary Award Fund; and (i) any other information requested by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, or Counsel for the NFL Parties.

(vii) The NFL Parties may elect, at their own expense, to cause an audit to be performed by a certified public accountant of the financial records of the Claims Administrator, and the Claims Administrator shall cooperate in good faith with the audit. Audits may be conducted at any time during the term of the Monetary Award Fund. Complete copies of the audit findings report will be provided to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, and Counsel for the NFL Parties.

(b) Roles and Responsibilities

(i) The Claims Administrator will, among other responsibilities set forth in this Settlement Agreement:

(1) Maintain the Settlement Website, as set forth in Section 4.1(a);

(2) Maintain an automated telephone system to provide information about the Class Action Settlement, as set forth in Section 4.1(b);

(3) Establish and administer both online and hard copy registration methods, as set forth in Section 4.2(a);

(4) Review a purported Settlement Class Member's registration and determine its validity, as set forth in Section 4.3;

(5) Process and review Claim Packages and Derivative Claim Packages, as set forth in ARTICLE VIII;

(6) Determine whether Settlement Class Members who submit Claim Packages and Derivative Claim Packages are entitled to Monetary Awards or Derivative Claimant Awards, as set forth in ARTICLE VI and ARTICLE VII;

(7) Audit Claim Packages and Derivative Claim Packages, and establish and implement procedures to detect and prevent fraudulent submissions to, and payments of fraudulent claims from, the Monetary Award Fund, as set forth in Section 10.3; and

(8) Perform such other tasks reasonably necessary to accomplish the goals contemplated by this Settlement Agreement, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties.

(c) Compensation and Expenses. Reasonable compensation of the Claims Administrator, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and reasonable out-of-pocket costs and expenses directly incurred as a result of the Claims Administrator's responsibilities set forth in this Settlement Agreement will be paid out of the Monetary Award Fund. The Claims Administrator shall submit an annual budget to the Court for review and approval. Either Co-Lead Class Counsel or

Counsel for the NFL Parties may challenge the reasonableness of the Claims Administrator's out-of-pocket costs and expenses, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the reasonableness of such costs and expenses. If the Court or Special Master, as applicable, determines that any costs and expenses are unreasonable, the Claims Administrator will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the Claims Administrator will refund that amount to the Monetary Award Fund.

(d) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of the Claims Administrator.

(e) Replacement. The Claims Administrator may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If the Claims Administrator resigns, dies, is replaced, or is otherwise unable to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties will jointly recommend a new proposed Claims Administrator for appointment by the Court.

(f) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, the Special Master and the Claims Administrator will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the Claims Administrator, including, without limitation, its executive leadership team and all employees working on the Class Action Settlement, on the one hand, and Settlement Class Members and their counsel (if any), the NFL Parties, Counsel for the NFL Parties, or the Special Master, on the other hand. Co-Lead Class Counsel, Counsel for the NFL Parties, and the Claims Administrator, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), may modify such procedures in the future, if appropriate. Notwithstanding anything herein to the contrary, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master understand that the Claims Administrator regularly provides settlement claims administration and other related services to settling parties and their attorneys, and the Special Master, Co-Lead Class Counsel, and Counsel for the NFL Parties acknowledge and agree that it shall not be a conflict of interest for the Claims Administrator to provide such services to such individuals or to receive compensation for such work.

Section 10.3 Audit Rights and Detection and Prevention of Fraud

(a) Co-Lead Class Counsel and the NFL Parties each will have the absolute right and discretion, at any time, but at their sole expense, in good faith to conduct, or have conducted by an independent auditor, audits to verify Monetary Award and Derivative Claimant Award claims submitted by Settlement Class Members.

(b) In addition, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Claims Administrator will establish and implement procedures to detect

and prevent fraudulent submissions to, and payments of fraudulent claims from, the Monetary Award Fund. Among other fraud detection and prevention procedures, the Claims Administrator, with the approval of Co-Lead Class Counsel and Counsel for the NFL Parties, will institute the following procedures relating to claim audits:

(i) A Settlement Class Member whose claim has been selected for audit by the Claims Administrator, Co-Lead Class Counsel or Counsel for the NFL Parties may be required to submit additional records, including medical records, and information as requested by the auditing party; and

(ii) A Settlement Class Member who refuses to cooperate with an audit, including by unreasonably failing or refusing to provide the auditing party with all records and information sought within the time frame specified, will have the claim denied by the Claims Administrator, without right to an appeal.

(c) On a monthly basis, the Claims Administrator will audit ten percent (10%) of the total Claim Packages and Derivative Claim Packages that the Claims Administrator has found to qualify for Monetary Awards or Derivative Claimant Awards during the preceding month. The Claims Administrator will select such Claim Packages and Derivative Claim Packages for auditing on a random basis or to address a specific concern raised by a Claim Package or Derivative Claim Package, but will audit at least one Claim Package, if any qualify, each month.

(d) In addition, the Claims Administrator will audit Claim Packages that: (i) seek a Monetary Award for a given Qualifying Diagnosis when the Retired NFL Football Player took part in the BAP within the prior 365 days and was not diagnosed with that Qualifying Diagnosis during the BAP baseline assessment examination; (ii) seek a Monetary Award for a given Qualifying Diagnosis when the Retired NFL Football Player submitted a different Claim Package within the prior 365 days based upon a diagnosis of that same Qualifying Diagnosis by a different physician, and that Claim Package was found not to qualify for a Monetary Award; and (iii) reflect a Qualifying Diagnosis made through a medical examination conducted at a location other than a standard treatment or diagnosis setting (*e.g.*, hotel rooms).

(e) Upon selection of a Settlement Class Member's Claim Package for audit, the Claims Administrator will notify Co-Lead Class Counsel, the Settlement Class Member (and his/her individual counsel, if applicable), and Counsel for the NFL Parties of the selection and will require that, within ninety (90) days, or such other time as is necessary and reasonable under the circumstances, the audited Settlement Class Member submit to the Claims Administrator, to the extent not already provided, such information as may be necessary and appropriate to audit the Claim Package, which may include the following records and information:

(i) All of the Retired NFL Football Player's medical records in the Settlement Class Member's possession, custody, or control that relate to the underlying medical condition that is the basis for the Qualifying Diagnosis claimed by the Settlement Class Member;

(ii) A list of all health care providers seen by the Retired NFL Football Player in the last five (5) years;

(iii) The Settlement Class Member's (or subject Retired NFL Football Player's) employment records from Member Clubs or other NFL Football employers, but only to the extent that the Settlement Class Member is authorized under applicable state law or Collective Bargaining Agreement to request and receive such records from the Member Club or other NFL Football employer;

(iv) Such other relevant documents or information within the Settlement Class Member's possession, custody, or control as may reasonably be requested by the Claims Administrator under the circumstances, including, if necessary, authorizations to obtain the medical records of the Settlement Class Member (or subject Retired NFL Football Player) created or obtained by any health care providers seen by the Settlement Class Member (or subject Retired NFL Football Player) in the last five (5) years; and

(v) Where the audit is conducted because of the circumstances set forth in Section 10.3(d), authorizations to obtain the medical records of the Settlement Class Member (or subject Retired NFL Football Player) held by the primary care physician of the Retired NFL Football Player and the medical records of all other physicians or neuropsychologists who have examined the Retired NFL Football Player relating to the Qualifying Diagnosis.

(f) Upon selection of a Settlement Class Member's Derivative Claim Package for audit, the Claims Administrator will notify Co-Lead Class Counsel, the Settlement Class Member (and his/her individual counsel, if applicable), and Counsel for the NFL Parties of the selection and will require that, within ninety (90) days, or such other time as is necessary and reasonable under the circumstances, the audited Settlement Class Member submit to the Claims Administrator, to the extent not already provided, such information as may be necessary and appropriate to audit the Claim Package, which may include relevant documents or information within the Settlement Class Member's possession, custody, or control as may reasonably be requested by the Claims Administrator under the circumstances.

(g) When auditing a Settlement Class Member's claim for a Monetary Award or Derivative Claimant Award, the Claims Administrator will review the records and information relating to that claim and determine whether the Claim Form or Derivative Claim Form misrepresents, omits, and/or conceals material facts that affect the claim.

(h) If, upon completion of an audit, the Claims Administrator determines that there has not been a misrepresentation, omission, or concealment of a material fact made in connection with the claim, the process of issuing a Monetary Award or Derivative Claimant Award, subject to appeal, will proceed.

(i) If, upon completion of an audit, the Claims Administrator determines that there has been a misrepresentation, omission, or concealment of a material fact made in connection with the claim, the Claims Administrator will notify the Settlement Class Member and will refer the claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) for review and findings. The Special Master's review and findings shall take into account whether the misrepresentation, omission or concealment was intentional, and may include the following relief, without limitation: (a) denial of the claim in the event of fraud; (b) additional audits of claims from the same law firm or physician (if applicable), including those already paid; (c) referral of the attorney or physician (if applicable) to the appropriate disciplinary boards; (d) referral to federal authorities; (e) disqualification of the attorney, physician and/or Settlement Class Member from further participation in the Class Action Settlement; and/or (f) if a law firm is found by the Claims Administrator to have submitted more than one fraudulent submission on behalf of Settlement Class Members, claim submissions by that law firm will no longer be accepted, and attorneys' fees paid to the firm by the Settlement Class Member will be forfeited and paid to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund.

(j) In addition, if the Claims Administrator at any time makes a finding (based on its own detection processes or from information received from Co-Lead Class Counsel or Counsel for the NFL Parties) of fraud by a Settlement Class Member submitting a claim for a Monetary Award or Derivative Claimant Award, and/or by the physician providing the Qualifying Diagnosis, including, without limitation, misrepresentations, omissions, or concealment of material facts relating to the claim, the Claims Administrator will notify the Settlement Class Member and will make a recommendation to Co-Lead Class Counsel and Counsel for the NFL Parties to refer the claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) for review and findings that may include, without limitation, those set forth in Section 10.3(i).

(i) If both Co-Lead Class Counsel and Counsel for the NFL Parties do not agree with the Claims Administrator's recommendation to refer a claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), they will notify the Claims Administrator, who will continue with the processing of the claim.

Section 10.4 The Claims Administrator, in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties, will also establish system-wide processes to detect and prevent fraud, including, without limitation, claims processing quality training and review and data analytics to spot "red flags" of fraud, including, without limitation, alteration of documents, questionable signatures, duplicative documents submitted on claims, the number of claims from similar addresses or supported by the same physician or office of physicians, data metrics indicating patterns of fraudulent submissions, and such other attributes of claim submissions that create a reasonable suspicion of fraud.

ARTICLE XI
Identification and Satisfaction of Liens

Section 11.1 Lien Resolution Administrator

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel, will request that the Court appoint Garretson Group as Lien Resolution Administrator. Within ten (10) days after the Effective Date, Co-Lead Class Counsel will retain the Lien Resolution Administrator appointed by the Court.

(ii) Co-Lead Class Counsel's retention agreement with the Lien Resolution Administrator will provide that the Lien Resolution Administrator will perform its responsibilities and take all steps necessary to faithfully implement and administer the Lien-related provisions of the Settlement Agreement, and will require that the Lien Resolution Administrator maintain at all times appropriate and sufficient bonding insurance in connection with its performance of its responsibilities under the Settlement Agreement.

(iii) The Court may, at its sole discretion, request reports or information from the Lien Resolution Administrator. The Lien Resolution Administrator will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs.

(iv) The Special Master, for the duration of his or her term, will oversee the Lien Resolution Administrator, and may, at his or her sole discretion, request reports or information from the Lien Resolution Administrator.

(b) Roles and Responsibilities. The Lien Resolution Administrator will, among other responsibilities set forth in this Settlement Agreement, administer the process for the identification and satisfaction of all applicable Liens, as set forth in Section 11.3. Each Settlement Class Member (and his or her respective counsel, if applicable) claiming a Monetary Award or Derivative Claimant Award, however, will be solely responsible for the satisfaction and discharge of all Liens.

(c) Compensation and Expenses. Reasonable compensation of the Lien Resolution Administrator, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and reasonable out-of-pocket costs and expenses directly incurred as a result of the Lien Resolution Administrator's responsibilities will be paid out of the Monetary Award Fund, unless otherwise specified herein. The Lien Resolution Administrator shall submit an annual budget to the Court for review and approval. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the reasonableness of the Lien Resolution Administrator's out-of-pocket costs and expenses, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the reasonableness of such costs and expenses. If the Court or Special Master, as applicable, determines that any costs and expenses are unreasonable,

the Lien Resolution Administrator will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the Lien Resolution Administrator will refund that amount to the Monetary Award Fund.

(d) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of the Lien Resolution Administrator.

(e) Replacement. The Lien Resolution Administrator may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If the Lien Resolution Administrator resigns, dies, is replaced, or is otherwise unable to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties will agree to and jointly recommend a new proposed Lien Resolution Administrator for appointment by the Court.

Section 11.2 Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, the Special Master and the Lien Resolution Administrator will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the Lien Resolution Administrator, including, without limitation, its executive leadership team and all employees working on the Class Action Settlement, on the one hand, and Settlement Class Members (and counsel individually representing them, if any), the NFL Parties, Counsel for the NFL Parties, or the Special Master, on the other hand. Co-Lead Class Counsel, Counsel for the NFL Parties, and the Lien Resolution Administrator, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), may modify such procedures in the future, if appropriate. Notwithstanding anything herein to the contrary, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master understand that the Lien Resolution Administrator regularly provides lien resolution and other related services to settling parties and their attorneys, and the Special Master, Co-Lead Class Counsel, and Counsel for the NFL Parties acknowledge and agree that it shall not be a conflict of interest for the Lien Resolution Administrator to provide such services to such individuals or to receive compensation for such work.

Section 11.3 Lien Identification, Satisfaction and Discharge

(a) Each Settlement Class Member claiming a Monetary Award or Derivative Claimant Award will identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award or Derivative Claimant Award in his or her Claim Form or Derivative Claim Form.

(b) Each Settlement Class Member (and counsel individually representing him or her, if any) shall cooperate with the Lien Resolution Administrator to identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award or Derivative Claimant Award as

a prerequisite to receiving payment of any Monetary Award or Derivative Claimant Award, including by providing the requested information and authorizations to the Lien Resolution Administrator and/or Claims Administrator in the timeframe specified for so doing.

(c) Among other things, each Settlement Class Member will authorize the Lien Resolution Administrator to:

(i) Establish procedures and protocols to identify and resolve Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award or Derivative Claimant Award;

(ii) Undertake to obtain an agreement in writing and other supporting documentation with CMS promptly following the Effective Date that:

(1) Establishes a global repayment amount per Qualifying Diagnosis and/or for all or certain Qualifying Diagnoses for Settlement Class Members who are or were beneficiaries of the Medicare Program, or, alternatively, otherwise sets forth a conditional payment resolution process. Such amounts will be based on the routine costs associated with the medically accepted standard of care for the treatment and management of each Qualifying Diagnosis, as well as actual utilization of treatment by Settlement Class Members related to each Qualifying Diagnosis. The agreement, in writing, and supporting documentation with CMS will demonstrate reasonable proof of satisfaction of Medicare's Part A and/or Part B fee-for-service recovery claim in connection with Settlement Class Member's (who are or were beneficiaries of the Medicare Program) receipt of any Monetary Award or Derivative Claimant Award and any benefits provided pursuant to this Settlement Agreement.

(2) Establishes reporting processes recognized by CMS as satisfying the reporting obligations, if any, under the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, 110 Pub. L. No. 173, 121 Stat. 2492 ("MMSEA") in connection with this Settlement Agreement;

(iii) Fulfill all state and federal reporting obligations, including those to CMS that are agreed upon with CMS;

(iv) Satisfy Lien amounts owed to a Governmental Payor or, to the extent identified by the Class Member pursuant to Section 11.3(a), Medicare Part C or Part D Program sponsor for medical items, services, and/or prescription drugs paid on behalf of Settlement Class Members out of any Monetary Award or Derivative Claimant Award to the Settlement Class Member pursuant to this Settlement Agreement; and

(v) Transmit all information received from any Governmental Payor or Medicare Part C or Part D Program sponsor pursuant to such authorizations (i) to the NFL Parties, Claims Administrator, and/or Special Master solely for purposes of verifying compliance with the MSP Laws or other similar reporting

satisfaction and discharge from the applicable Governmental Payor or Medicare Part C or Part D Program sponsor; or (ii) the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Monetary Award or Derivative Claimant Award under which such reimbursement obligation will be resolved.

(h) Notwithstanding any other provision of this Settlement Agreement relating to timely payment, if any person or entity claims any Liens, other than those set forth in Section 11.3(g), with respect to a Settlement Class Member's Monetary Award or Derivative Claimant Award, then the Claims Administrator will not pay any such Monetary Award or Derivative Claimant Award if the Claims Administrator or Lien Resolution Administrator has received notice of that Lien and there is a legal obligation to withhold payment to the Settlement Class Member under applicable federal or state law. The Claims Administrator will hold such Monetary Award or Derivative Claimant Award in an escrow account until the Settlement Class Member (and counsel individually representing him or her, if any) presents documentary proof, such as a court order or release or notice of satisfaction by the party asserting the Lien, that such Lien has been satisfied and discharged; or until the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Monetary Award, Supplemental Monetary Award or Derivative Claimant Award under which such reimbursement obligation will be resolved.

(i) Settlement Class Members who are or were entitled to benefits under Medicare Part C or Part D Programs may be required by statute or otherwise, when making a claim for and/or receiving compensation pursuant to this Settlement Agreement, to notify the relevant Medicare Part C or Part D Program sponsor or others of the existence of, and that Settlement Class Member's participation in, this Class Action Settlement. It is the sole responsibility of each Settlement Class Member to determine whether he or she has such a notice obligation, and to perform timely any such notice reporting.

Section 11.4 Indemnification. Each Settlement Class Member, on his or her own behalf, and on behalf of his or her estate, predecessors, successors, assigns, representatives, heirs, beneficiaries, executors, and administrators, in return for the benefits and consideration provided in this Settlement Agreement, will indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities, including the costs of defense and attorneys' fees of, the Released Parties against any and all claims by Other Parties arising from, relating to, or resulting from (a) any undisclosed Lien relating to, or resulting from, compensation or benefits received by a Settlement Class Member pursuant to this Class Action Settlement and/or (b) the failure of a Settlement Class Member timely and accurately to report or provide information that is necessary for compliance with the MSP Laws, or for the Lien Resolution Administrator to identify and/or satisfy all Governmental Payors or Medicare Part C or Part D Program sponsors who may hold or assert a reimbursement right. The amount of indemnification will not exceed the total Monetary Award or Derivative Claimant Award for that Settlement Class Member's claim. **CLASS AND SUBCLASS REPRESENTATIVES AND SETTLEMENT CLASS MEMBERS ACKNOWLEDGE THAT THIS SECTION COMPLIES**

WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS SECTION IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

Section 11.5 No Admission. Any reporting performed by the Lien Resolution Administrator and/or Claims Administrator for the purpose of resolving Liens, if any, related to compensation provided to Settlement Class Members pursuant to this Settlement Agreement does not constitute an admission by any Settlement Class Member or any Released Party of any liability or evidence of liability in any manner.

Section 11.6 The foregoing provisions of this Article are solely for the several benefit of the NFL Parties, the Lien Resolution Administrator, the Special Master, and the Claims Administrator. No Settlement Class Member (or counsel individually representing them, if any) will have any rights or defenses based upon or arising out of any act or omission of the NFL Parties or any Administrator with respect to this Article.

**ARTICLE XII
Education Fund**

Section 12.1 An Education Fund will be established to fund programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL CBA Medical and Disability Benefits programs and other educational initiatives benefitting Retired NFL Football Players. The Court shall approve these education programs, with input from Co-Lead Class Counsel, Counsel for the NFL Parties and medical experts, as further set forth below. Co-Lead Class Counsel and Counsel for the NFL Parties will agree to a protocol through which Retired NFL Football Players will actively participate in such initiatives.

Section 12.2 Co-Lead Class Counsel, with input from Counsel for the NFL Parties, and with Court approval, will take all necessary steps to establish the Education Fund and establish procedures and controls to manage and account for the disbursement of funds to the education projects and all other costs associated with the Education Fund. The costs and expenses to administer the Education Fund will be paid out of the Education Fund Amount.

**ARTICLE XIII
Preliminary Approval and Class Certification**

Section 13.1 Promptly after execution, Class Counsel will file the Motion for Preliminary Approval of the Class Action Settlement and the Settlement Agreement as an exhibit thereto. Simultaneously, the Class and Subclass Representatives will file a Motion for Certification of Rule 23(b)(3) Class and Subclasses for Purposes of Settlement.

Section 13.2 The Parties agree to take all actions reasonably necessary to obtain the Preliminary Approval and Class Certification Order from the Court.

Section 13.3 The Parties agree to jointly request that the Court stay this action and all Related Lawsuits, and enjoin all Settlement Class Members, unless and until they have been excluded from the Settlement Class by action of the Court, or until the Court denies approval of the Class Action Settlement, or until the Settlement Agreement is otherwise terminated, from filing, commencing, prosecuting, intervening in, participating in and/or maintaining, as plaintiffs, claimants, or class members in, any other lawsuit, including, without limitation, a Related Lawsuit, or administrative, regulatory, arbitration, or other proceeding in any jurisdiction (whether state, federal or otherwise), against Released Parties based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances at issue, in the Class Action Complaint, Related Lawsuits and/or the Released Claims, except that claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits will not be stayed or enjoined. For the avoidance of any doubt, the Parties are not requesting that the Court stay any actions against Riddell.

(a) The Parties recognize that there may be further pleadings, discovery responses, documents, testimony, or other matters or materials owed by the Parties to each other pursuant to existing pleading requirements, discovery requests, pretrial rules, procedures, orders, decisions, or otherwise. As of the Settlement Date, each Party expressly waives any right to receive, inspect, or hear such pleadings, discovery, testimony, or other matters or materials during the pendency of the settlement proceedings contemplated by this Settlement Agreement and subject to further order of the Court.

Section 13.4 The Parties agree that any certification of the Settlement Class and Subclasses will be for settlement purposes only. The Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding. Any class certification order entered in connection with this Settlement Agreement will not constitute an admission by the NFL Parties, or finding or evidence, that the Class and Subclass Representatives' claims, or the claims of any other Settlement Class Member, or the claims of the Settlement Class, are appropriate for class treatment if the claims were contested in this or any other federal, state, arbitral, or foreign forum. If the Court enters the proposed form of Preliminary Approval and Class Certification Order, the Final Order and Judgment will provide for vacation of the Final Order and Judgment and the Preliminary Approval and Class Certification Order in the event that this Settlement Agreement does not become effective.

Section 13.5 Upon entry of the Preliminary Approval and Class Certification Order, the statutes of limitation applicable to any and all claims or causes of action that have been or could be asserted by or on behalf of any Settlement Class Members related to the subject matter of the Settlement Agreement will be tolled and stayed to the extent not already tolled by the initiation of an action in this litigation or a Related Lawsuit. The limitations period will not begin to run again for any Settlement Class Member unless and until he or she is deemed to have Opted Out of the Settlement Class, this Settlement Agreement is terminated pursuant to ARTICLE XVI, or a Settlement Class Member's Release and Covenant Not to Sue has been rendered null and

void by the Court as set forth in Section 25.6(g). In the event the Settlement Agreement is terminated pursuant to ARTICLE XVI, to the extent not otherwise tolled, the limitations period for each Settlement Class Member as to whom the limitations period had not expired as of the date of the Preliminary Approval and Class Certification Order will extend for the longer of thirty (30) days from the last required issuance of notice of termination or the period otherwise remaining before expiration. Notwithstanding the tolling agreement herein, the Parties recognize that any time already elapsed for any Class or Subclass Representatives or Settlement Class Members on any applicable statutes of limitations will not be reset, and no expired claims will be revived, by virtue of this tolling agreement. Class and Subclass Representatives and Settlement Class Members do not admit, by entering into this Settlement Agreement, that they have waived any applicable tolling protections available as a matter of law or equity. Nothing in this Settlement Agreement will constitute an admission in any manner that the statute of limitations has been tolled for anyone outside the Settlement Class, nor does it constitute a waiver of legal positions regarding tolling.

ARTICLE XIV

Notice, Opt Out, and Objections

Section 14.1 Notice

(a) As part of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Plaintiffs will submit to the Court a Settlement Class Notice Plan agreed upon by Class Counsel and Counsel for the NFL Parties.

(b) The Settlement Class Notice Plan, to be implemented by the Settlement Class Notice Agent following the Court's entry of the Preliminary Approval and Class Certification Order, and approval of the Settlement Class Notice (in the form of Exhibit 5), paid for by the NFL Parties' transfer of Four Million United States dollars (U.S. \$4,000,000) to Co-Lead Class Counsel, as set forth in Sections 23.1 and 23.3, will be designed to meet the requirements of Fed. R. Civ. P. 23 (c)(2)(B), and will include: (i) direct notice by first-class mail; (ii) broad notice through the use of paid media including national radio spots, national consumer magazines, television and internet advertising; and (iii) electronic notice through the Settlement Website created under Section 4.1(a) and an automated telephone system created under Section 4.1(b).

(c) The Parties and the Claims Administrator will maintain a list of the names and addresses of each person to whom the Settlement Class Notice is transmitted in accordance with any order entered by the Court pursuant to ARTICLE XIII. These names and addresses will be kept strictly confidential and will be used only for purposes of administering this Class Action Settlement, except as otherwise ordered by the Court.

(d) Within thirty (30) days of the Effective Date, upon Court approval, Co-Lead Class Counsel shall cause the Settlement Class Supplemental Notice to be disseminated to Settlement Class Members by first-class mail and by posting on the Settlement Website created under Section 4.1(a) and through an automated telephone

system created under Section 4.1(b), to advise Settlement Class Members of the previously disclosed deadlines: (i) to register for participation in the Class Action Settlement, as set forth in Section 4.2; (ii) as to eligible Retired NFL Football Players, to participate in the BAP, as set forth in Section 5.3; and (iii) to submit Claim Packages or Derivative Claim Packages, as set forth in Section 8.3. The Settlement Class Supplemental Notice shall include the above information, and any other information, as agreed upon by Co-Lead Class Counsel and Counsel for the NFL Parties, and approved by the Court.

Section 14.2 Opt Outs

(a) The Settlement Class Notice will provide instructions regarding the procedures that must be followed to Opt Out of the Settlement Class pursuant to Fed. R. Civ. P. 23(c)(2)(B)(v). The Parties agree that, to Opt Out validly from the Settlement Class, a Settlement Class Member must submit a written request to Opt Out stating “I wish to exclude myself from the Settlement Class in *In re: National Football League Players’ Concussion Injury Litigation*, No. 2:12-md-02323” (or substantially similar clear and unambiguous language) to the Claims Administrator on or before such date as is ordered by the Court. That written request also will contain the Settlement Class Member’s printed name, address, telephone number, and date of birth and enclose a copy of his or her driver’s license or other government issued identification. A written request to Opt Out may not be signed using any form of electronic signature, but must contain the dated Personal Signature of the Retired NFL Football Player, Representative Claimant, or Derivative Claimant seeking to exclude himself or herself from the Settlement Class. Attorneys for Settlement Class Members may submit a written request to Opt Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member. The Claims Administrator will provide copies of all requests to Opt Out to Class Counsel and Counsel for the NFL Parties within seven (7) days of receipt of each such request. Valid requests to Opt Out from the Settlement Class will become effective on the Final Approval Date.

(b) All Settlement Class Members who do not timely and properly Opt Out from the Settlement Class will in all respects be bound by all terms of this Settlement Agreement and the Final Order and Judgment upon the Effective Date, will be entitled to all procedural opportunities and protections described in this Settlement Agreement and provided by the Court, and to all compensation and benefits for which they qualify under its terms, and will be barred permanently and forever from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Parties in any court of law or equity, arbitration tribunal, or administrative or other forum.

(c) Prior to the Final Approval Date, any Retired NFL Football Player, Representative Claimant, or Derivative Claimant may seek to revoke his or her Opt Out from the Settlement Class and thereby receive the benefits of this Class Action Settlement by submitting a written request to Co-Lead Class Counsel and Counsel for the NFL Parties stating “I wish to revoke my request to be excluded from the Settlement

Class” (or substantially similar clear and unambiguous language), and also containing the Settlement Class Member’s printed name, address, phone number, and date of birth. The written request to revoke an Opt Out must contain the Personal Signature of the Settlement Class Member seeking to revoke his or her Opt Out.

Section 14.3 Objections

(a) Provided a Settlement Class Member has not submitted a written request to Opt Out, as set forth in Section 14.2(a), the Settlement Class Member may present written objections, if any, explaining why he or she believes the Class Action Settlement should not be approved by the Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a Settlement Class Member who wishes to object to any aspect of the Class Action Settlement must file with the Court , or as the Court otherwise may direct, a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member’s objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court’s attention. That written statement also will contain the Settlement Class Member’s printed name, address, telephone number, and date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection may not be signed using any form of electronic signature, but must contain the dated Personal Signature of the Retired NFL Football Player, Representative Claimant, or Derivative Claimant making the objection. The Court shall determine whether any Settlement Class Members who do not follow the procedures will have waived any objections they may have.

(b) A Settlement Class Member may object on his or her own behalf or through an attorney hired at that Settlement Class Member’s own expense, provided the Settlement Class Member has not submitted a written request to Opt Out, as set forth in Section 14.2(a). Attorneys asserting objections on behalf of Settlement Class Members must: (i) file a notice of appearance with the Court by the date set forth in the Preliminary Approval and Class Certification Order, or as the Court otherwise may direct; (ii) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed *in camera*) between that attorney and each such Settlement Class Member; and (iii) comply with the procedures described in this Section.

(c) A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the date set forth in the Preliminary Approval and Class Certification Order, or as the Court otherwise may direct, a written notice of his or her intention to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval and Class Certification Order.

(d) Any Settlement Class Member who fails to comply with the provisions of this Section 14.3 will waive and forfeit any and all rights he or she may have to object to the Class Action Settlement.

ARTICLE XV

Communications to the Public

Section 15.1 The form, content, and timing of any public statement announcing the filing of this Settlement Agreement will be subject to mutual agreement by Class Counsel and Counsel for the NFL Parties. The Parties and their counsel agree not to make any public statements, including statements to the media, that are inconsistent with the Settlement Agreement. Any communications to the public or the media made by or on behalf of the Parties and their respective counsel regarding the Class Action Settlement will be made in good faith and will be consistent with the Parties' agreement to take all actions reasonably necessary for preliminary and final approval of this Class Action Settlement. Any information contained in such communications will be balanced, fair, accurate, and consistent with the content of the Settlement Class Notice.

(a) Nothing herein is intended or will be interpreted to inhibit or interfere with the ability of Class Counsel or Counsel for the NFL Parties to communicate with the Court, their clients, or Settlement Class Members and/or their counsel.

(b) Class Counsel acknowledge and agree, and the Preliminary Approval and Class Certification Order will provide, that the NFL Parties have the right to communicate orally and in writing with, and to respond to inquiries from, Settlement Class Members on matters unrelated to the Class Action Settlement in connection with the NFL Parties' normal business.

ARTICLE XVI

Termination

Section 16.1 Walk-Away Right of NFL Parties. Without limiting any other rights under this Settlement Agreement, the NFL Parties will have the absolute and unconditional right, in their sole good faith discretion, to unilaterally terminate and render null and void this Class Action Settlement and Settlement Agreement for any reason whatsoever following notice of Opt Outs and prior to the Fairness Hearing. The NFL Parties must provide written election to terminate this Settlement Agreement to Class Counsel and the Court prior to the Fairness Hearing.

Section 16.2 Party Termination Rights

(a) Class Counsel and Counsel for the NFL Parties each have the absolute and unconditional right, in their sole discretion, which discretion will be exercised in good faith, to terminate and render null and void this Class Action Settlement and Settlement Agreement if (i) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement that Class

Counsel or Counsel for the NFL Parties reasonably and in good faith determines is material, including, without limitation, the Releases or the definition of the Settlement Class, or (ii) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the proposed Preliminary Approval and Class Certification Order or the proposed Final Order and Judgment (Exhibit 4) that Class Counsel or Counsel for the NFL Parties reasonably and in good faith believes is material. Such written election to terminate this Settlement Agreement must be made to the Court within thirty (30) days of such Court order.

(b) Class Counsel may not terminate and render null and void this Class Action Settlement and Settlement Agreement on the basis of the attorneys' fees award ordered, or modified, by the Court or any appellate court(s), as set forth in ARTICLE XXI.

Section 16.3 Post-Termination Actions

(a) In the event this Settlement Agreement is terminated or becomes null and void, this Settlement Agreement will not be offered into evidence or used in this or in any other action in the Court, or in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum for any purpose, including, but not limited to, the existence, certification, or maintenance of any purported class. In addition, in such event, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Settlement Agreement will be without prejudice to all Parties and will not be admissible into evidence and will not be deemed or construed to be an admission or concession by any of the Parties of any fact, matter, or proposition of law and will not be used in any manner for any purpose, and all Parties will stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

(b) In the event this Settlement Agreement is terminated or becomes null and void, the Parties will jointly move the Court to vacate the Preliminary Approval and Certification Order and any other orders certifying a Settlement Class provided.

(c) If this Settlement Agreement is terminated or becomes null and void after notice has been given, the Parties will provide Court-approved notice of termination to the Settlement Class. If a Party terminates the Settlement Agreement in accordance with Section 16.1 or Section 16.2, that Party will pay the cost of notice of termination.

(d) In the event this Settlement Agreement is terminated or becomes null and void, any unspent and uncommitted monies in the Funds will revert to the NFL Parties within ten (10) days, and all data provided by the NFL Parties, Class Counsel and/or Settlement Class Members shall be returned or destroyed.

ARTICLE XVII

Treatment of Confidential Information

Section 17.1 Confidentiality of Information Relating to the Settlement Agreement. The Parties will treat all confidential or proprietary information shared hereunder, or in connection herewith, either prior to, on or after the Settlement Date, and any and all prior or subsequent drafts, representations, negotiations, conversations, correspondence, understandings, analyses, proposals, term sheets, and letters, whether oral or written, of any kind or nature, with respect to the subject matter hereof (“Confidential Information”) in conformity with strict confidence and will not disclose Confidential Information to any non-Party without the prior written consent of the Party that shared the Confidential Information, except: (i) as required by applicable law, regulation, or by order or request of a court of competent jurisdiction, regulator, or self-regulatory organization (including subpoena or document request), provided that the Party that shared the Confidential Information is given prompt written notice thereof and, to the extent practicable, an opportunity to seek a protective order or other confidential treatment thereof, provided further that the Party subject to such requirement or request cooperates fully with the Party that shared the Confidential Information in connection therewith, and only such Confidential Information is disclosed as is legally required to be disclosed in the opinion of legal counsel for the disclosing Party; (ii) under legal (including contractual) or ethical obligations of confidentiality, on an as-needed and confidential basis to such Party’s present and future accountants, counsel, insurers, or reinsurers; or (iii) with regard to any information that is already publicly known through no fault of such Party or its Affiliates. This Settlement Agreement, all exhibits hereto, any other documents filed in connection with the Class Action Settlement, and any information disclosed through a public court proceeding shall not be deemed Confidential Information.

Section 17.2 Confidentiality of Retired NFL Football Player Information

(a) All information relating to a Retired NFL Football Player that is disclosed to or obtained by the Special Master, BAP Administrator, Claims Administrator, Lien Resolution Administrator, designated Qualified BAP Providers, the NFL Parties, an Appeals Advisory Panel member, an Appeals Advisory Panel Consultant, or the Court, may be used only by the Special Master, BAP Administrator, Claims Administrator, Lien Resolution Administrator, designated Qualified BAP Providers, the NFL Parties, an Appeals Advisory Panel member, an Appeals Advisory Panel Consultant, or the Court for the administration of this Class Action Settlement according to the Settlement Agreement terms and conditions. All such information relating to a Retired NFL Football Player will be treated as Confidential Information hereunder, will be subject to the terms of Section 17.1 hereof, and, where applicable, will be treated as Protected Health Information subject to HIPAA and other applicable privacy laws.

ARTICLE XVIII

Releases and Covenant Not to Sue

Section 18.1 Releases

(a) In consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, and by operation of the Final Order and Judgment, the Settlement Class, the Class and Subclass Representatives, and each Settlement Class Member, on his or her own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of any Settlement Class Member (the “Releasors”), hereby waive and release, forever discharge and hold harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum that the Releasors, and each of them, had, has, or may have in the future arising out of, in any way relating to or in connection with the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint and/or Related Lawsuits (“Claims”), including, without limitation, Claims:

(i) that were, are or could have been asserted in the Class Action Complaint or any other Related Lawsuit; and/or

(ii) arising out of, or relating to, head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events (including, without limitation, prevention, diagnosis and treatment thereof) of whatever cause and its damages (whether short-term, long-term or death), whenever arising, including, without limitation, Claims for personal or bodily injury, including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life (and exacerbation and/or progression of personal or bodily injury), or wrongful death and/or survival actions as a result of such injury and/or exacerbation and/or progression thereof; and/or

(iii) arising out of, or relating to, neurocognitive deficits or impairment, or cognitive disorders, of whatever kind or degree, including, without limitation, mild cognitive impairment, moderate cognitive impairment, dementia, Alzheimer’s Disease, Parkinson’s Disease, and ALS; and/or

(iv) arising out of, or relating to, CTE; and/or

(d) In consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, and by operation of the Final Order and Judgment, the Releasors do hereby release, forever discharge and hold harmless the Released Parties, the Special Master, BAP Administrator, Claims Administrator, and their respective officers, directors, and employees from any and all Claims, including unknown Claims, arising from, relating to, or resulting from their participation, if any, in the BAP, including, but not limited to, Claims for negligence, medical malpractice, wrongful or delayed diagnosis, personal injury, bodily injury (including disease, trauma, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), or death arising from, relating to, or resulting from such participation.

Section 18.2 Release of Unknown Claims. In connection with the releases in Section 18.1, the Class and Subclass Representatives, all Settlement Class Members, and the Settlement Class acknowledge that they are aware that they may hereafter discover Claims now unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to actions or matters released herein. Class and Subclass Representatives, all Settlement Class Members, and the Settlement Class explicitly took unknown or unsuspected claims into account in entering into the Settlement Agreement and it is the intention of the Parties fully, finally and forever to settle and release all Claims as provided in Section 18.1 with respect to all such matters.

Section 18.3 Scope of Releases

(a) Each Party acknowledges that it has been informed of Section 1542 of the Civil Code of the State of California (and similar statutes) by its counsel and that it does hereby expressly waive and relinquish all rights and benefits, if any, which it, he or she has or may have under said section (and similar sections) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(b) The Parties acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

(c) The Releasors intend to be legally bound by the Releases.

(d) The Releases are not intended to prevent the NFL Parties from exercising their rights of contribution, subrogation, or indemnity under any law.

(e) Nothing in the Releases will preclude any action to enforce the terms of this Settlement Agreement in the Court.

(f) The Parties represent and warrant that no promise or inducement has been offered or made for the Releases contained in this Article except as set forth in this Settlement Agreement and that the Releases are executed without reliance on any statements or any representations not contained in this Settlement Agreement.

Section 18.4 Covenant Not to Sue. From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, the Class and Subclass Representatives, each Settlement Class Member, and the Settlement Class, on behalf of the Releasors, and each of them, covenant, promise, and agree that they will not, at any time, continue to prosecute, commence, file, initiate, institute, cause to be instituted, assist in instituting, or permit to be instituted on their, his, her, or its behalf, or on behalf of any other individual or entity, any proceeding: (a) alleging or asserting any of his or her respective Released Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the Claims set forth in Section 18.1; or (b) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal or other forum as of the Effective Date, the Releasors covenant, promise and agree to withdraw, and seek a dismissal with prejudice of, such proceeding forthwith.

Section 18.5 No Release for Insurance Coverage.

(a) Notwithstanding anything herein to the contrary, this Settlement Agreement is not intended to and does not release any Governmental Payor or Medicare Part C or Part D Program sponsor from its or their obligation to provide any health insurance coverage, major medical insurance coverage, or disability insurance coverage to a Settlement Class Member, or from any claims, demands, rights, or causes of action of any kind that a Settlement Class Member has or hereafter may have with respect to such individuals or entities.

(b) Notwithstanding anything herein to the contrary, this Settlement Agreement is not intended to and does not effect a release of any rights or obligations that any insurer has under or in relation to any contract or policy of insurance to any named insured, insured, additional insured, or other insured person or entity thereunder, including those persons or entities referred to in Section 2.1(bbbb)(i)-(ii).

Section 18.6 No Release for Claims for Workers' Compensation and NFL CBA Medical and Disability Benefits. Nothing contained in this Settlement Agreement, including the Release and Covenant Not to Sue provisions in this ARTICLE XVIII, affects the rights of Settlement Class Members to pursue claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits. For the avoidance of any doubt, this Settlement Agreement does not alter the

showing that Settlement Class Members must demonstrate to pursue successful claims for workers' compensation and/or successful claims alleging entitlement to NFL CBA Medical and Disability Benefits, nor does it alter the defenses to such claims available to Released Parties except as set forth in ARTICLE XXIX.

ARTICLE XIX

Bar Order

Section 19.1 Bar Order. As a condition to the Settlement, the Parties agree to move the Court for a bar order, as part of the Final Order and Judgment (substantially in the form of Exhibit 4), as set forth in Section 20.1.

Section 19.2 Judgment Reduction. With respect to any litigation by the Releasors against Riddell, the Releasors further agree that if a verdict in their favor results in a verdict or judgment for contribution or indemnity against the Released Parties, the Releasors will not enforce their right to collect this verdict or judgment to the extent that such enforcement creates liability against the Released Parties. In such event, the Releasors agree that they will reduce their claim or agree to a judgment reduction or satisfy the verdict or judgment to the extent necessary to eliminate the claim of liability against the Released Parties or any Other Party claiming contribution or indemnity.

ARTICLE XX

Final Order and Judgment and Dismissal With Prejudice

Section 20.1 The Parties will jointly seek a Final Order and Judgment from the Court, substantially in the form of Exhibit 4, approval and entry of which shall be a condition of this Settlement Agreement, that:

- (a) Approves the Class Action Settlement in its entirety pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable, and adequate;
- (b) Finds that this Settlement Agreement, with respect to each Subclass, is fair, reasonable, and adequate;
- (c) Confirms the certification of the Settlement Class for settlement purposes only;
- (d) Confirms the appointments of the Class and Subclass Representatives;
- (e) Confirms the appointments of Co-Lead Class Counsel, Class Counsel and Subclass Counsel;
- (f) Finds that the Settlement Class Notice satisfied the requirements set forth in Fed. R. Civ. P. 23(c)(2)(B);

(g) Permanently bars, enjoins and restrains the Releasors (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Party;

(h) Dismisses with prejudice the Class Action Complaint, without further costs, including claims for interest, penalties, costs and attorneys' fees, except that the motion for an award of attorneys' fees and reasonable costs, as set forth in in Section 21.1, will be made at an appropriate time to be determined by the Court;

(i) Orders the dismissal with prejudice, and without further costs, including claims for interest, penalties, costs, and attorneys' fees, of all Related Lawsuits pending in the Court as to the Released Parties, thereby effectuating in part the Releases;

(j) Orders all Releasors with Related Lawsuits pending in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, promptly to dismiss with prejudice, and without further costs, including claims for interest, penalties, costs, and attorneys' fees, all such Related Lawsuits as to the Released Parties, thereby effectuating in part the Releases;

(k) Permanently bars and enjoins the commencement, assertion, and/or prosecution of any claim for contribution and/or indemnity in the Court, in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum between the Released Parties and all alleged joint tortfeasors, other than Riddell, together with an appropriate judgment reduction provision;

(l) Confirms the appointment of the Special Master, Garretson Group as the BAP Administrator, BrownGreer as the Claims Administrator, Garretson Group as the Liens Resolution Administrator, and Citibank, N.A. as the Trustee, and confirms that the Court retains continuing jurisdiction over those appointed;

(m) Confirms that the Court retains continuing jurisdiction over the "qualified settlement funds," as defined under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended, created under the Settlement Agreement; and

(n) Expressly incorporates the terms of this Settlement Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties, the Settlement Class Members and this Settlement Agreement, to interpret, implement, administer and enforce the Settlement Agreement in accordance with its terms.

ARTICLE XXI

Attorneys' Fees

Section 21.1 Award. Separately and in addition to the NFL Parties' payment of the monies set forth in ARTICLE XXIII and any consideration received by Settlement Class Members under this Settlement, the NFL Parties shall pay class

attorneys' fees and reasonable costs. Class Counsel shall be entitled, at an appropriate time to be determined by the Court, to petition the Court on behalf of all entitled attorneys for an award of class attorneys' fees and reasonable costs. Provided that said petition does not seek an award of class attorneys' fees and reasonable costs exceeding One Hundred and Twelve Million, Five Hundred Thousand United States dollars (U.S. \$112,500,000), the NFL Parties agree not to oppose or object to the petition. Ultimately, the award of class attorneys' fees and reasonable costs to be paid by the NFL Parties is subject to the approval of the Court. For the avoidance of any doubt, the NFL Parties' obligation to pay class attorneys' fees and reasonable costs is limited to those attorneys' fees and reasonable costs ordered by the Court as a result of the initial petition by Class Counsel. The NFL Parties shall not be responsible for the payment of any further attorneys' fees and/or costs for the term of this Agreement. After the Effective Date, Co-Lead Class Counsel may petition the Court to set aside up to five percent (5%) of each Monetary Award and Derivative Claimant Award to facilitate the Settlement program and related efforts of Class Counsel. These set-aside monies shall be held in a separate fund overseen by the Court. Any future petition for a set-aside will describe: (i) the proposed amount; (ii) how the money will be used; and (iii) any other relevant information (for example, the assurance that any "set-aside" from a Monetary Award or Derivative Claimant Award for a Settlement Class Member represented by his/her individual counsel will reduce the attorney's fee payable to that counsel by the amount of the "set-aside"). No money will be held back or set aside from any Monetary Award or Derivative Claimant Award without Court approval. The NFL Parties believe that any such proposed set aside application is a matter strictly between and among Settlement Class Members, Class Counsel, and individual counsel for Settlement Class Members. The NFL Parties therefore take no position on the proposed set aside and will take no position on the proposed set aside in the event such an application is made.

Section 21.2 Payment. No later than sixty (60) days after the Effective Date, the NFL Parties will pay, or cause to be paid, a total of One Hundred and Twelve Million, Five Hundred Thousand United States dollars (U.S. \$112,500,000) into the Attorneys' Fees Qualified Settlement Fund, as set forth in Section 23.7, to be held in escrow until such payment shall be made as directed by the Court.

ARTICLE XXII

Enforceability of Settlement Agreement and Dismissal of Claims

Section 22.1 It is a condition of this Settlement Agreement that the Court approve and enter the Preliminary Approval and Class Certification Order and Final Order and Judgment substantially in the form of Exhibit 4.

Section 22.2 The Parties agree that this Class Action Settlement is not final and enforceable until the Effective Date, except that upon entry of the Preliminary Approval and Class Certification Order, the NFL Parties will be obligated to make the Settlement Class Notice Payment as set forth in Sections 14.1, 23.1 and 23.3.

Section 22.3 From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, the Court will

dismiss with prejudice all Released Claims by any and all Releasors against any and all Released Parties pending in the Court, and any and all Releasors with Related Lawsuits pending in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, will dismiss with prejudice the Related Lawsuits as to the Released Parties, including any related appeals.

Section 22.4 From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, the Parties agree that each and every Releasor will be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action against any Released Party with respect to any and all Released Claims.

Section 22.5 From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, this Settlement Agreement will be the exclusive remedy for any and all Released Claims by or on behalf of any and all Releasors against any and all Released Parties, and no Releasor will recover, directly or indirectly, any sums from any Released Parties for Released Claims other than those received for the Released Claims under the terms of this Settlement Agreement, if any.

Section 22.6 From and after the Effective Date, if any Releasor, in violation of Section 18.4, commences, files, initiates, or institutes any new action or other proceeding for any Released Claims against any Released Parties, or continues to prosecute any pending claims, or challenges the validity of the Releases, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, such action or other proceeding will be dismissed with prejudice and at such Releasor's cost; provided, however, before any costs may be assessed, counsel for such Releasor or, if not represented, such Releasor, will be given reasonable notice and an opportunity voluntarily to dismiss such new action or proceeding with prejudice. Furthermore, if the NFL Parties or any other Released Party brings any legal action before the Court to enforce its rights under this Settlement Agreement against a Settlement Class Member and prevails in such action, that Released Party will be entitled to recover any and all related costs and expenses (including attorneys' fees) from any Releasor found to be in violation or breach of his or her obligations under this Article.

ARTICLE XXIII

NFL Payment Obligations

Section 23.1 Funding Amount. In consideration of the Releases and Covenant Not to Sue set forth in ARTICLE XVIII, and the dismissal with prejudice of the Class Action Complaint and the Related Lawsuits, and subject to the terms and conditions of this Settlement Agreement, the NFL Parties will pay in accordance with the funding terms set forth herein:

(a) Monetary Award Fund Amount. The amount of money sufficient to make all payments set forth in Section 23.3(b) for sixty-five (65) years from the Effective Date. For the avoidance of any doubt, the NFL Parties shall have no

payment obligations under this Settlement Agreement after the end of the Monetary Award Fund sixty-five (65) year term;

(b) BAP Fund Amount. The amount of money, up to a maximum of Seventy-Five Million United States dollars (U.S. \$75,000,000), sufficient to make all payments set forth in Section 23.3(d), except that every qualified Retired NFL Football Player, as set forth in Section 5.1, is entitled to one baseline assessment examination;

(c) Education Fund Amount. Ten Million United States dollars (U.S. \$10,000,000), which monies will be used exclusively to fund the Education Fund;

(d) Settlement Class Notice Amount. Four Million United States dollars (U.S. \$4,000,000), to pay for Settlement Class Notice and related expenses; and

(e) Annual Compensation of the Special Master. The annual compensation of the Special Master appointed by the Court, whose total annual compensation shall not exceed Two Hundred Thousand United States dollars (U.S. \$200,000).

(f) Notwithstanding any provision of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, 124 Stat. 119, amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, 124 Stat. 1029, or any subsequent legislation mandating or subsidizing health insurance coverage, the NFL Parties will pay, or cause to be paid, in full the amounts set forth above in Section 23.1(a)-(e), and will not bill any Governmental Payor or Medicare Part C or Part D Program for any such costs.

Section 23.2 Exclusive Payments. For the avoidance of any doubt, other than as set forth in Section 21.2, the NFL Parties will have no additional payment obligations in connection with this Settlement Agreement.

Section 23.3 Funding Terms. The NFL Parties' payment obligations will be funded as follows:

(a) Education Fund. No later than thirty (30) days after the Effective Date, the NFL Parties will pay, or cause to be paid, a total of Ten Million United States dollars (U.S. \$10,000,000) into the Settlement Trust Account, as set forth in Section 23.5, for transfer by the Trustee into the Education Fund.

(b) Monetary Award Fund. The NFL Parties will pay, or cause to be paid six initial monthly installments of Twenty Million United States dollars (U.S. \$20,000,000) each, into the Settlement Trust Account for transfer by the Trustee into the Monetary Award Fund, beginning no later than thirty (30) days after the Effective Date. If additional funds are necessary in any given month during this six month period, they shall be requested and paid in accordance with the procedures set forth in section

23.3(b)(i)-(iv). The Claims Administrator shall provide in writing to the NFL Parties and Co-Lead Class Counsel a monthly report for this initial six month period that includes an accounting of the items set forth in Section 23.3(b)(i)(1)-(5).

(i) Beginning no later than thirty (30) days after the Effective Date, on or before the 10th day of each month, the Claims Administrator shall provide in writing to the NFL Parties and Co-Lead Class Counsel a monthly funding request identifying the monetary amount necessary to pay all final and accrued Monetary Awards, Derivative Claimant Awards and the costs and expenses paid out of the Monetary Award Fund, as set forth in Section 23.5(d)(ii), and any additional amount necessary to maintain the Monetary Award Fund targeted reserve, as set forth in Section 23.3(b)(v), after all final and accrued Monetary Awards, Derivative Claimant Awards and costs and expenses are paid. This monthly funding request shall provide, in addition to the total monetary amount requested, an accounting of:

(1) The name of each Settlement Class Member with a final and accrued Monetary Awards or Derivative Claimant Award since the last monthly funding request, identification of his/her counsel, identification of the Award as a Monetary Award or Derivative Claimant Award, the Award amount, and identification of any “holdback” amount deducted from the Award as set forth in Sections 9.1(c)(ii) and 9.2(b)(ii), 11.3(g) and 11.3(h);

(2) The amount of costs and expenses related to the appeals process, as set forth in ARTICLE IX, since the last monthly funding request;

(3) The amount of costs and expenses of claims administration, as set forth in ARTICLE X, since the last monthly funding request;

(4) The amount of costs and expenses of the Lien identification and resolution process, as set forth in ARTICLE XI, since the last monthly funding request;

(5) The amount necessary to maintain the Monetary Award Fund targeted reserve, as set forth in Section 23.3(b)(v), after all final and accrued Monetary Awards, Derivative Claimant Awards, and costs and expenses are paid.

(ii) Subject to the objection process set forth in Section 23.3(b)(iii), the NFL Parties will pay, or cause to be paid, within thirty (30) days of receipt of the written monthly funding request, a payment of the total amount requested into the Settlement Trust Account for transfer by the Trustee into the Monetary Award Fund.

(iii) Within ten (10) days after receipt of the written monthly funding request, the NFL Parties and Co-Lead Class Counsel shall each notify the Claims Administrator in writing of any objection to any aspect of the funding request. If an objection is timely made, the NFL Parties, will pay, or cause to be paid, within thirty (30) days of such written monthly funding request, a payment of the undisputed

portion of the total amount requested into the Settlement Trust Account for transfer by the Trustee into the Monetary Award Fund. The NFL Parties, Co-Lead Class Counsel and the Claims Administrator shall use their best efforts to resolve any objections within fifteen (15) days after receipt of the written monthly funding request. If the NFL Parties, Co-Lead Class Counsel and the Claims Administrator are unable to resolve the objection within twenty (20) days after receipt of the written monthly funding request, the objecting party shall present the matter in writing to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(1) After an agreement on the resolution of an objection, or a decision by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) resolving an objection by requiring the NFL Parties to pay, or cause to be paid, additional amounts beyond the undisputed portion of the monthly funding request, the NFL Parties will pay, or cause to be paid, the additional amounts beyond the undisputed portion of the monthly funding request within the longer of thirty (30) days of receiving the written monthly funding request or ten (10) days after resolution of the objection.

(iv) Within ten (10) days after transfer of funds into the Monetary Award Fund pursuant to a monthly funding request or decision of the Special Master or Court, as set forth in Section 23.3(b)(iii)(1), the Claims Administrator shall cause payment to be issued on all applicable final and accrued Monetary Awards, Derivative Claimant Awards and costs and expenses paid out of the Monetary Award Fund, as set forth in Section 23.5(d)(ii).

(v) The Monetary Award Fund shall maintain a targeted reserve, as set forth in Section 23.3(b)(v)(1), beyond the monetary amounts necessary to pay written monthly funding requests, which reserve may be used to pay any costs and expenses that must be satisfied pursuant to a contractual or other legal obligation before receipt of the monthly funding request amount and that are properly paid out of the Monetary Award Fund, as set forth in Section 23.5(d)(ii). The Claims Administrator shall report promptly any such payments from the Monetary Award Fund to the NFL Parties and Co-Lead Class Counsel. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the appropriateness of such payments, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the appropriateness of such payments. If the Court or Special Master, as applicable, determines that any such payment constituted willful misconduct, the Court or Special Master may, in its discretion, deduct that amount from the compensation of the Claims Administrator.

(1) The Monetary Award Fund shall maintain a targeted reserve of: (i) Ten Million United States dollars (U.S. \$10,000,000) during the first through tenth years of the Monetary Award Fund; (ii) Five Million United States dollars (U.S. \$5,000,000) during the eleventh through fiftieth years of the Monetary Award Fund; (iii) One Million United States dollars (\$1,000,000) during the fifty-first through sixtieth years of the Monetary Award Fund; and (iv) Two Hundred and Fifty

Thousand United States dollars (U.S. \$250,000) during the sixty-first through sixty-fifth years of the Monetary Award Fund.

(c) During the eleventh, fifty-first, and sixty-first years of the Monetary Award Fund, monthly funding requests shall first be satisfied by the money constituting the balance in the Monetary Award Fund until the revised targeted reserve, as set forth in Section 23.3(b)(v)(1), is achieved. For example, in the eleventh year of the Monetary Award Fund, all monthly funding requests shall be paid from the Monetary Award Fund balance until the reserve is reduced to Five Million United States dollars (\$5,000,000). The process for the monthly funding request shall otherwise remain as set forth in Section 23.3(b).

(d) BAP Fund. No later than thirty (30) days after the Effective Date, the NFL Parties will pay, or cause to be paid, a total of Thirty-Five Million United States dollars (U.S. \$35,000,000) into the Settlement Trust Account for transfer by the Trustee into the BAP Fund. If at any point following the Effective Date until the expiration the five-year period for the provision of BAP Supplemental Benefits, as set forth in Sections 5.5 and 5.11, the balance of the BAP Fund falls below Ten Million United States dollars (U.S. \$10,000,000), the NFL Parties, upon written notice from the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), who shall act upon application of the BAP Administrator, will pay, or cause to be paid, within thirty (30) days of such written notice, additional payments into the Settlement Trust Account for transfer by the Trustee into the BAP Fund in order to maintain a balance of no less than Ten Million United States dollars (U.S. \$10,000,000), and no more than Eleven Million United States dollars (U.S. \$11,000,000). Under no circumstances will the aggregate transfers to the BAP Fund exceed Seventy-Five Million United States dollars (U.S. \$75,000,000) in total. Any funds remaining in the BAP Fund at the conclusion of the five-year period for the provision of BAP Supplemental Benefits, as set forth in Sections 5.5 and 5.11, shall be transferred to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund.

(e) Class Notice Costs. No later than five (5) days after the date of the Preliminary Approval and Class Certification Order, the NFL Parties will pay, or cause to be paid, a total of Four Million United States dollars (U.S. \$4,000,000) to Co-Lead Class Counsel for the Settlement Class Notice and related expenses, as set forth in Section 14.1.

(f) Prepayment Right. The NFL Parties will have the right (but not the obligation) to prepay, or cause to be prepaid, any of their payment obligations to the Funds under the Settlement Agreement. In connection with any such prepayment, the NFL Parties will designate in writing the payment obligation that is being prepaid and how such prepayment should affect the NFL Parties' remaining payment obligations (*i.e.*, whether the amount prepaid should be credited against the next payment obligation or to one or more subsequent payment obligations or a combination thereof).

Section 23.4 No Interest or Inflation Adjustment. For the avoidance of any doubt, the payments set forth in Section 23.1 will not be subject to any interest obligation or inflation adjustment.

Section 23.5 Settlement Trust

(a) Promptly following the Effective Date, Co-Lead Class Counsel and Counsel for the NFL Parties will file a motion seeking the creation of a Settlement Trust under Delaware law and the appointment of the Trustee. Co-Lead Class Counsel and Counsel for the NFL Parties will file a proposed Settlement Trust Agreement with the Court.

(b) Co-Lead Class Counsel and Counsel for the NFL Parties will jointly recommend Citibank, N.A. as the Trustee, subject to the approval of the Court. The Trustee may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, and granted by the Court. If the Trustee resigns, dies, is replaced, or is otherwise unable to continue employment in that position, Co-Lead Class Counsel and Counsel for the NFL Parties will agree to and jointly recommend a new proposed Trustee for appointment by the Court.

(c) Upon Court approval of the proposed Settlement Trust Agreement, Co-Lead Class Counsel, the NFL Parties, the Trustee and the Special Master, will execute the Settlement Trust Agreement approved by the Court, thereby creating the Settlement Trust. The Settlement Trust will be structured and operated in a manner so that it qualifies as a “qualified settlement fund” under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended.

(d) The Settlement Trust will be composed of the Funds. The Trustee will establish the Settlement Trust Account, into which the NFL Parties will make payments as required by this Settlement Agreement. The Trustee will also establish three separate funds (the “Funds”), into which the Trustee will transfer funds at the direction of the Special Master (or the Claims Administrator after expiration of the term of the Special Master and extension(s) thereof) and pursuant to the terms of this Settlement Agreement and on which the Special Master (or the Claims Administrator after expiration of the term of the Special Master and any extension(s) thereof) will have signatory authority. These Funds will constitute a single qualified settlement fund:

(i) The BAP Fund, which will be used to make payments for the BAP, as set forth in ARTICLE V.

(ii) The Monetary Award Fund, which will be used to make payments for: (a) all Monetary Awards and Derivative Claimant Awards, as set forth in ARTICLE VI and ARTICLE VII; (b) certain costs and expenses of the appeals process, as set forth in ARTICLE IX; (c) costs and expenses of claims administration, as set forth in ARTICLE X; and (d) certain costs and expenses of the Lien identification and resolution process, as set forth in ARTICLE XI;

(iii) The Education Fund, which will be used exclusively to make payments to support education programs and initiatives, as set forth in ARTICLE XII; and

(iv) The Settlement Trust Account, which will be used solely to transfer funds into the Funds described above in Section 23.5(d)(i)-(iii).

(e) The Settlement Trust will be managed by the Trustee as provided in the Settlement Trust Agreement, and both the Settlement Trust and Trustee will be subject to the continuing jurisdiction and supervision of the Court. Each of the Funds will be maintained in separate bank accounts at one or more federally insured depository institutions approved by Co-Lead Class Counsel and Counsel for the NFL Parties. The Trustee will have the authority to make payments from the Settlement Trust Account into the other Funds at the direction of the Special Master (or the Claims Administrator after expiration of the term of the Special Master and any extension(s) thereof) and to make disbursements from the Funds at the direction of the Special Master (or the Claims Administrator at the direction of Co-Lead Class Counsel and Counsel for the NFL Parties, after expiration of the term of the Special Master and any extension(s) thereof), and consistent with the terms of this Settlement Agreement and the Settlement Trust Agreement.

(f) The Trustee will be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, by the Settlement Trust and responding to any questions from, or audits regarding such taxes by, the Internal Revenue Service or any state or local tax authority. The Trustee also will be responsible for complying with all tax information reporting and withholding requirements with respect to payments made by the Settlement Trust, as well as paying any associated interest and penalties. Any such taxes, interest, and penalty payments will be paid by the Trustee from the Monetary Award Fund.

Section 23.6 Funds Investment

(a) To the extent funds are available for investment, amounts deposited in each of the Funds will be invested conservatively in a manner designed to assure timely availability of funds, protection of principal and avoidance of concentration risk.

(b) Any earnings attributable to the BAP Fund, the Monetary Award Fund, and/or the Education Fund will be retained in the respective Fund.

Section 23.7 Attorneys' Fees Qualified Settlement Fund. Unless the Court directs otherwise, a separate fund (intended to qualify as a "qualified settlement fund" under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended) will be established out of which attorneys' fees will be paid pursuant to order of the Court, as set forth in ARTICLE XXI. This separate qualified settlement fund will be established pursuant to order of the Court, and will operate under Court supervision and control. This separate

qualified settlement fund will be separate from the qualified settlement fund described in Section 23.5(c) and any of the Funds described therein, and will not be administered by the Trustee. The Court will determine the form and manner of administering this fund, in which the NFL Parties will have no reversionary interest.

Section 23.8 Trustee Satisfaction of Monetary Obligations. Wherever in this Settlement Agreement the Special Master, BAP Administrator, Claims Administrator, or Lien Resolution Administrator is authorized or directed, as the context may reflect, to pay, disburse, reimburse, hold, waive, or satisfy any monetary obligation provided for or recognized under any of the terms of this Settlement Agreement, the Special Master, BAP Administrator, Claims Administrator, or Lien Resolution Administrator may comply with such authorization or direction by directing the Trustee to, as appropriate, pay, disburse, reimburse, hold, waive, or satisfy any such monetary obligation.

ARTICLE XXIV

Denial of Wrongdoing, No Admission of Liability

Section 24.1 This Settlement Agreement, whether or not the Class Action Settlement becomes effective, is for settlement purposes only and is to be construed solely as a reflection of the Parties' desire to facilitate a resolution of the Class Action Complaint and of the Released Claims and Related Lawsuits. The NFL Parties expressly deny that they, or the other Released Parties, have violated any duty to, breached any obligation to, committed any fraud on, or otherwise engaged in any wrongdoing with respect to, the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, or any Opt Out, and expressly deny the allegations asserted in the Class Action Complaint and Related Lawsuits, and deny any and all liability related thereto. Neither this Settlement Agreement nor any actions undertaken by the NFL Parties or the Released Parties in the negotiation, execution, or satisfaction of this Settlement Agreement will constitute, or be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any claim made by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, or any Opt Out, in this or any other action or proceeding.

Section 24.2 In no event will the Settlement Agreement, whether or not the Class Action Settlement becomes effective, or any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions, or any actions undertaken in this Settlement Agreement, in any way be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, of any kind, or used in any other fashion, by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, Class Counsel, or any of the Released Parties in any litigation, action, hearing, or any judicial, arbitral, administrative, regulatory or other proceeding for any purpose, except a proceeding to resolve a dispute arising under, or to enforce, the Settlement Agreement. Without limiting the foregoing, neither the Settlement Agreement nor any of its provisions, negotiations, statements, or court proceedings relating to its provisions, nor any actions undertaken in this Settlement Agreement, will be construed as, offered as, received as, used as, or deemed to be

evidence, admissible or otherwise, or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, or as a waiver by the Released Parties of any applicable defense, or as a waiver by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member of any claims, causes of action, or remedies. This Section 24.2 shall not apply to disputes between the NFL Parties and their insurers, as to which the NFL Parties reserve all rights.

ARTICLE XXV

Representations and Warranties

Section 25.1 Authority. Class Counsel represent and warrant as of the Settlement Date that they have authority to enter into this Settlement Agreement on behalf of the Class and Subclass Representatives.

Section 25.2 Class and Subclass Representatives. Each of the Class and Subclass Representatives, through a duly authorized representative, represents and warrants that he: (i) has agreed to serve as a representative of the Settlement Class proposed to be certified herein; (ii) is willing, able, and ready to perform all of the duties and obligations as a representative of the Settlement Class; (iii) is familiar with the pleadings in In re: National Football League Players' Concussion Injury Litigation, MDL 2323, or has had the contents of such pleadings described to him; (iv) is familiar with the terms of this Settlement Agreement, including the exhibits attached to this Settlement Agreement, or has received a description of the Settlement Agreement, including the exhibits attached to this Settlement Agreement, from Class Counsel, and has agreed to its terms; (v) has consulted with, and received legal advice from, Class Counsel about the litigation, this Settlement Agreement (including the advisability of entering into this Settlement Agreement and its Releases and the legal effects of this Settlement Agreements and its Releases), and the obligations of a representative of the Settlement Class; (vi) has authorized Class Counsel to execute this Settlement Agreement on his behalf; and (vii) will remain in and not request exclusion from the Settlement Class and will serve as a representative of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that such Class or Subclass Representative cannot represent the Settlement Class.

Section 25.3 NFL Parties. The NFL Parties represent and warrant as of the Settlement Date that: (i) they have all requisite corporate power and authority to execute, deliver, and perform this Settlement Agreement; (ii) the execution, delivery, and performance by the NFL Parties of this Settlement Agreement has been duly authorized by all necessary corporate action; (iii) this Settlement Agreement has been duly and validly executed and delivered by the NFL Parties; and (iv) this Settlement Agreement constitutes their legal, valid, and binding obligation.

Section 25.4 NFL Parties' Representation and Warranty Regarding Member Clubs. The NFL Parties represent and warrant as of the Settlement Date that the

current Member Clubs have duly authorized the execution, delivery, and performance by the NFL Parties of this Settlement Agreement.

Section 25.5 Investigation and Future Events. The Parties and their counsel represent and warrant that they have each performed an independent investigation of the allegations of fact and law made in connection with the Class Action Complaint in In re: National Football League Players' Concussion Injury Litigation, MDL No. 2323, and may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Settlement Agreement. Nevertheless, the Parties intend to resolve their disputes pursuant to the terms of this Settlement Agreement and thus, in furtherance of their intentions, this Settlement Agreement will remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Settlement Agreement will not be subject to rescission or modification by reason of any change or difference in facts or law.

Section 25.6 Security

(a) The NFL Parties represent and warrant that the NFL currently maintains, and will continue to maintain, an investment grade rating on its Stadium Program Bonds, as rated by Fitch Ratings. This investment grade rating shall serve as security that the NFL Parties will meet their payment obligations as set forth in Section 23.3 for the first ten years of the Settlement following the Effective Date.

(b) If the identity of the rating agency that rates the NFL's Stadium Program Bonds changes during the first ten years of the Settlement from the Effective Date, then an investment grade rating by the new rating agency on the NFL's Stadium Program Bonds will satisfy the NFL Parties' obligations under Section 25.6(a).

(c) The applicable definition of "investment grade" will be as provided by the rating agency rating the NFL's Stadium Program Bonds.

(d) No later than the tenth anniversary of the Effective Date (the "Tenth Anniversary Date"), the NFL Parties shall establish, or cause to be established, a special-purpose Delaware statutory trust (the "Statutory Trust"), with an independent trustee, that will be funded and managed as follows: the NFL Parties shall contribute cash to the Statutory Trust so that as of the Tenth Anniversary Date, it shall contain funds that, in the reasonable belief of the NFL Parties, and after taking into account reasonably expected investment returns over time, will be sufficient to satisfy the NFL Parties' remaining anticipated payment obligations, as set forth in Section 23.5(d)(ii), as they come due. In the event that the remaining anticipated payment obligations on the Tenth Anniversary Date materially exceed the NFL Parties' reasonable expectations as of the Effective Date due to participation rates and/or the claims experience during the first ten years of the Settlement, the NFL Parties may apply to the Court to fund the Statutory Trust as follows: seventy percent of the required funds to be contributed by the NFL Parties to the Statutory Trust by the Tenth Anniversary Date and the remaining thirty percent of the required funds to be contributed on a three-year

schedule set by the Court so that all required funds are deposited in the Statutory Trust no later than the thirteenth anniversary of the Effective Date. The NFL Parties shall not have the right to pledge or assign the property of the Statutory Trust (including any investment returns earned thereon and remaining in the Statutory Trust, as provided herein) to any third-party, and, as contemplated by §3805(b) of Title 12 of the Delaware Code, no other creditor of any of the NFL Parties shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Statutory Trust. The documents governing the Statutory Trust will provide that the NFL Parties may direct how the funds in the Statutory Trust are invested from time to time, but the Trustee will be instructed to permit withdrawals of funds from the Statutory Trust only for the limited purposes of: (i) satisfying the NFL Parties' payment obligations under this Settlement Agreement as set forth in Section 23.5(d)(ii); (ii) the NFL Parties' costs and expenses related to the Statutory Trust, including, without limitation, taxes, investment-related expenses and administrative costs; (iii) the return of excess monies in the Statutory Trust to the NFL Parties based on attaining investment returns exceeding the amount necessary to satisfy the NFL Parties' remaining anticipated payment obligations, but only upon Court approval; (iv) the return of excess monies in the Statutory Trust to the NFL Parties based on reductions to the NFL Parties' remaining anticipated payment obligations, but only upon Court approval; or (v) upon the completion of the NFL Parties' payment obligations, as set forth in this Settlement Agreement, but only upon Court approval. To the extent that Court approval is required for the withdrawal of funds from the Statutory Trust, such approval shall be granted unless there has been either a material default on the NFL Parties' payment obligations within the prior thirty (30) days, or upon a showing, by clear and convincing evidence, that the proposed withdrawal would materially impair the Settlement Agreement.

(e) In the event of a material default by the NFL Parties in satisfying their payment obligations as set forth in this Settlement Agreement, and the NFL Parties' failure to cure any such material default within sixty (60) days of written notification of such default by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel shall have the right to petition the Court to make a finding that there has been a material, uncured default in satisfying the NFL Parties' payment obligations and to enter an order directing the NFL Parties to meet their payment obligations. Beginning on the Tenth Anniversary Date, any such petition by Co-Lead Class Counsel may request that the Court direct the NFL Parties to meet their payment obligations with the funds available in the Statutory Trust established by the NFL Parties pursuant to Section 25.6(d).

(f) The NFL Parties historically have maintained liability insurance policies under which they are seeking coverage and are pursuing their rights to recover under said policies. It is understood that if the NFL Parties secure funding commitments from one or more insurers under their historical policies, or a court order obligating one or more such insurers to fund in whole or in part certain of the NFL Parties' obligations under this Settlement Agreement, after such insurance funding is deposited into the Statutory Trust, the NFL Parties may seek Court approval to reduce, dollar-for-dollar, the equivalent amount of such funding for anticipated remaining liabilities that otherwise would be required to be deposited in the Statutory Trust by the

NFL Parties pursuant to Section 25.6(d). In addition, if the NFL Parties obtain additional insurance policies from one or more third-party insurers with a rating of A or above, to insure in whole or in part certain of their obligations under the Settlement, the NFL Parties may seek Court approval to reduce, dollar-for-dollar, the equivalent amount of funding for anticipated remaining liabilities that otherwise would be required to be deposited in the Statutory Trust by the NFL Parties pursuant to Section 25.6(d). To do so, the NFL Parties must demonstrate to the Court that the Court or the Statutory Trust provided for in Section 25.6(d) will have sufficient control over such insurance policies and their proceeds to ensure that the proceeds are available to meet the NFL Parties' payment obligations, if necessary.

(g) In the event the Court enters an order pursuant to Section 25.6(e) directing the NFL Parties to meet their payment obligations pursuant to Section 23.3 and the NFL Parties fail materially to comply with such Order, as set forth in Section 25.6(e), Co-Lead Class Counsel may request that the Court provide the NFL Parties sixty (60) days to show cause why the Court shall not render null and void the Releases and Covenants Not to Sue provided to Released Parties, as set forth in Section 18.1, by Settlement Class Members who: (i) have received a final, favorable Notice of Registration Determination, as set forth in Section 4.3, and have not received a final and accrued Monetary Award or final and accrued Derivative Claimant Award as of the date of such application; or (ii) who have only received a final and accrued Monetary Award for a Level 1.5 Neurocognitive Impairment or a final and accrued Derivative Claimant Award for a Level 1.5 Neurocognitive Impairment as of the date of such application. For the avoidance of any doubt, all other Releases and Covenants Not to Sue shall remain effective. In the event that a Settlement Class Member's Release and Covenant Not to Sue is rendered null and void, such Settlement Class Member shall not challenge, if applicable, any Released Party's right to offset any final judgment received by the Settlement Class Member as a result of Section 25.6(g)(ii) in the amount of the Monetary Award or Derivative Claimant Award received by the Settlement Class Member. For the avoidance of any doubt, nothing in this subsection 25.6, shall affect any rights or obligations of Settlement Class Members and Released Parties as otherwise provided in, or with respect to, this Settlement Agreement or any breach thereof.

ARTICLE XXVI

Cooperation

Section 26.1 The Parties will cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Settlement Agreement and to implement the Class Action Settlement on the terms and conditions provided herein.

Section 26.2 The Parties agree to take all actions necessary to obtain final approval of the Class Action Settlement and entry of a Final Order and Judgment, including the terms and provisions described in this Settlement Agreement, and, upon final approval and entry of such order, an order dismissing the Class Action Complaint

and Related Lawsuits with prejudice as to the Class and Subclass Representatives, the Settlement Class, and each Settlement Class Member.

Section 26.3 The Parties and their counsel agree to support the final approval and implementation of this Settlement Agreement and defend it against objections, appeal, collateral attack or any efforts to hinder or delay its approval and implementation. Neither the Parties nor their counsel, directly or indirectly, will encourage any person to object to the Class Action Settlement or assist them in doing so.

ARTICLE XXVII

Continuing Jurisdiction

Section 27.1 Pursuant to the Final Order and Judgment, the Court will retain continuing and exclusive jurisdiction over the Parties and their counsel, all Settlement Class Members, the Special Master, BAP Administrator, Claims Administrator, Liens Resolution Administrator, Appeals Advisory Panel, Appeals Advisory Panel Consultants, and Trustee with respect to the terms of the Settlement Agreement. Any disputes or controversies arising out of, or related to, the interpretation, implementation, administration, and enforcement of this Settlement Agreement will be made by motion to the Court. In addition, the Parties, including each Settlement Class Member, are hereby deemed to have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Settlement Agreement. The terms of the Settlement Agreement will be incorporated into the Final Order and Judgment of the Court, which will allow that Final Order and Judgment to serve as an enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to the Settlement Agreement.

(a) Notwithstanding any contrary law applicable to the underlying claims, this Settlement Agreement and the Releases hereunder will be interpreted and enforced in accordance with the laws of the State of New York, without regard to conflict of law principles.

ARTICLE XXVIII

Role of Co-Lead Class Counsel, Class Counsel and Subclass Counsel

Section 28.1 Co-Lead Class Counsel and Class Counsel acknowledge that, under applicable law, their respective duty is to the entire Settlement Class, to act in the best interest of the Settlement Class as a whole, with respect to promoting, supporting, and effectuating, as fair, adequate, and reasonable, the approval, implementation, and administration of the settlement embodied in the Settlement Agreement, and that their professional responsibilities as attorneys are to be viewed in this light, under the ongoing supervision and jurisdiction of the Court that appoints them to represent the interests of the Settlement Class.

Section 28.2 Subclass Counsel acknowledge that, under applicable law, their respective duty is to their respective Subclasses, to act in the best interest of the respective Subclass as a whole, with respect to promoting, supporting, and effectuating,

as fair, adequate, and reasonable, the approval, implementation, and administration of the settlement embodied in the Settlement Agreement, and that their professional responsibilities as attorneys are to be viewed in this light, under the ongoing supervision and jurisdiction of the Court that appoints them to represent the interests of the respective Subclass.

ARTICLE XXIX

Bargained-For Benefits

Section 29.1 Nothing in the Collective Bargaining Agreement will preclude Settlement Class Members from receiving benefits under the Settlement Agreement. In addition, the fact that a Settlement Class Member has signed, or will sign, a release and covenant not to sue pursuant to Article 65 of the 2011 Collective Bargaining Agreement will not preclude the Settlement Class Member from receiving benefits under the Settlement Agreement, and the NFL Parties agree not to assert any defense or objection to the Settlement Class Member's receipt of benefits under the Settlement Agreement on the ground that he executed a release and covenant not to sue pursuant to Article 65 of the 2011 Collective Bargaining Agreement.

Section 29.2 A Retired NFL Football Player's participation in the Settlement Agreement will not in any way affect his eligibility for bargained-for benefits under the Collective Bargaining Agreement or the terms or conditions under which those benefits are provided, except as set forth in Section 18.1.

ARTICLE XXX

Miscellaneous Provisions

Section 30.1 No Assignment of Claims. Neither the Settlement Class nor any Class or Subclass Representative or Settlement Class Member has assigned, will assign, or will attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint. Any such assignment, or attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint will be void, invalid, and of no force and effect and the Claims Administrator shall not recognize any such action.

Section 30.2 Individual Counsel

(a) Counsel individually representing a Settlement Class Member shall provide notice of his or her representation to the Claims Administrator within thirty (30) days of the Effective Date or within thirty (30) days of the retention if Counsel is retained after the Effective Date. Counsel acting on his or her client's behalf may submit all claim forms, proof, correspondence, or other documents to the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator on behalf of that Settlement Class Member; provided, however, that counsel individually representing a Settlement Class Member may not sign on behalf of that Settlement Class Member: (i) an Opt Out request; (ii) a revocation of an Opt Out; (iii) an objection, as set

forth in Section 14.3; (iv) a Claim Form, (v) a Derivative Claim Form, or (vi) an Appeals Form.

(b) Where a Settlement Class Member indicates in writing to the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator that he or she is individually represented by counsel, the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator will copy the counsel individually representing a Settlement Class Member on any written communications with the Settlement Class Member. Any communications, whether written or oral, by the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator with counsel individually representing a Settlement Class Member will be deemed to be a communication directly with such individually represented Settlement Class Member.

Section 30.3 Integration. This Settlement Agreement and its exhibits, attachments, and appendices will constitute the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, letters, conversations, agreements, term sheets, and understandings, whether written or oral, relating to the subject matter of this Settlement Agreement, including the Settlement Term Sheet dated August 29, 2013. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, agreement, arrangement, or understanding, whether written or oral, concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

Section 30.4 Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and will not affect the meaning or interpretation of this Settlement Agreement in any manner. Any inconsistency between the headings used in this Settlement Agreement and the text of the Articles and Sections of this Settlement Agreement will be resolved in favor of the text.

Section 30.5 Incorporation of Exhibits. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, any inconsistency between this Settlement Agreement and any attachments, exhibits, or appendices hereto will be resolved in favor of this Settlement Agreement.

Section 30.6 Amendment. This Settlement Agreement will not be subject to any change, modification, amendment, or addition without the express written consent of Class Counsel and Counsel for the NFL Parties, on behalf of all Parties to this Settlement Agreement, and upon Court approval.

Section 30.7 Mutual Preparation. The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. Neither the Settlement Class Members nor the NFL Parties, nor any one of them, nor any of their counsel will be considered to be the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or

construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship.

Section 30.8 Beneficiaries. This Settlement Agreement will be binding upon the Parties and will inure to the benefit of the Settlement Class Members and the Released Parties. All Released Parties who are not the NFL Parties are intended third-party beneficiaries who are entitled to enforce the terms of the Releases and Covenant Not to Sue set forth in ARTICLE XVIII. No provision in this Settlement Agreement is intended to create any third-party beneficiary to this Settlement Agreement other than the Released Parties. Nothing expressed or implied in this Settlement Agreement is intended to or will be construed to confer upon or give any person or entity other than Class and Subclass Representatives, the Settlement Class Members, Class Counsel, the NFL Parties, the Released Parties, and Counsel for the NFL Parties, any right or remedy under or by reason of this Settlement Agreement.

Section 30.9 Extensions of Time. Co-Lead Class Counsel and Counsel for the NFL Parties may agree in writing, subject to approval of the Court where required, to reasonable extensions of time to implement the provisions of this Settlement Agreement.

Section 30.10 Execution in Counterparts. This Settlement Agreement may be executed in counterparts, and a facsimile signature will be deemed an original signature for purposes of this Settlement Agreement.

Section 30.11 Good Faith Implementation. Co-Lead Class Counsel and Counsel for the NFL Parties will undertake to implement the terms of this Settlement Agreement in good faith. Before filing any motion or petition in the Court raising a dispute arising out of or related to this Settlement Agreement, Co-Lead Class Counsel and Counsel for the NFL Parties will consult with each other in good faith and certify to the Court that they have conferred in good faith.

Section 30.12 Force Majeure. The Parties will be excused from any failure to perform timely any obligation hereunder to the extent such failure is caused by war, acts of public enemies or terrorists, strikes or other labor disturbances, fires, floods, acts of God, or any causes of the like or different kind beyond the reasonable control of the Parties.

Section 30.13 Waiver. The waiver by any Party of any breach of this Settlement Agreement by another Party will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

Section 30.14 Tax Consequences. No opinion regarding the tax consequences of this Settlement Agreement to any individual Settlement Class Member is being given or will be given by the NFL Parties, Counsel for the NFL Parties, Class

and Subclass Representatives, Class Counsel, nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. Settlement Class Members must consult their own tax advisors regarding the tax consequences of the Settlement Agreement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are his or her sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member. The NFL Parties, Counsel for the NFL Parties, Class Counsel will have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Settlement Agreement. To the extent required by law, the Claims Administrator will report payments made under the Settlement Agreement to the appropriate authorities.

Section 30.15 Issuance of Notices and Submission of Materials. In any instance in which this Settlement Agreement requires the issuance of any notice regarding registration, a claim or an award, unless specified otherwise in this Settlement Agreement, such notice must be issued by: (a) online submission through any secure web-based portal established by the Claims Administrator for this purpose to the Settlement Class Member or NFL Parties, which shall be accompanied by an email certifying receipt; or (b) U.S. mail (or its foreign equivalent). In any instance in which this Settlement Agreement requires submission of materials by or on behalf of a Settlement Class Member or the NFL Parties, unless specified otherwise in this Settlement Agreement, such submission must be made by: (a) online submission through any secure web-based portal established by the Claims Administrator for this purpose; or (b) U.S. mail (or its foreign equivalent); or (c) delivery. Written notice to the Class Representatives or Co-Lead Class Counsel must be given to: Christopher A. Seeger, Seeger Weiss LLP, 77 Water Street, New York, New York 10005; and Sol Weiss, Anapol Schwartz, 1710 Spruce Street, Philadelphia, PA 19103. Written notice to the NFL Parties or Counsel for the NFL Parties must be given to: Jeffrey Pash, Executive Vice President and General Counsel, National Football League, 345 Park Avenue, New York, New York 10154; Anastasia Danias, Senior Vice President and Chief Litigation Officer, National Football League, 345 Park Avenue, New York, New York 10154; and Brad S. Karp, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, or such other person or persons as shall be designated by the Parties.

Section 30.16 Party Burden. Unless explicitly provided otherwise, whenever a showing is required to be made in this Settlement Agreement, the party seeking the relief shall bear the burden of substantiation.

Agreed to as of this 25th day of June, 2014.

NATIONAL FOOTBALL LEAGUE, NFL PROPERTIES LLC

By: _____
Jeffrey Pash
NFL Executive Vice President

COUNSEL FOR THE NFL PARTIES

By: _____
PAUL, WEISS, RIFKIND, WHARTON &
GARRISON LLP
Brad S. Karp
Theodore V. Wells, Jr.
Bruce Birenboim
Beth A. Wilkinson
Lynn B. Bayard

CO-LEAD CLASS COUNSEL

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SEGER WEISS LLP
Christopher A. Seeger

By: _____
ANAPOL SCHWARTZ
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CLASS COUNSEL

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PODHURST ORSECK, P.A.
Steven C. Marks

By: _____
LOCKS LAW FIRM
Gene Locks

SUBCLASS COUNSEL

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By:  _____
NASTLAW LLC
Dianne M. Nast

Exhibit B-1

INJURY DEFINITIONS

DIAGNOSIS FOR BAP SUPPLEMENTAL BENEFITS

Level 1 Neurocognitive Impairment

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 1 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a decline in cognitive function.

(ii) Evidence of moderate cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating scale Category 0.5 (Questionable) in the areas of Community Affairs, Home & Hobbies, and Personal Care.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) Level 1 Neurocognitive Impairment, for the purposes of this Settlement Agreement, may only be diagnosed by Qualified BAP Providers during a BAP baseline assessment examination, with agreement on the diagnosis by the Qualified BAP Providers.

QUALIFYING DIAGNOSES FOR MONETARY AWARDS

1. Level 1.5 Neurocognitive Impairment

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 1.5 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function.

(ii) Evidence of a moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating (CDR) scale Category 1.0 (Mild) in the areas of Community Affairs, Home & Hobbies, and Personal Care. Such functional impairment shall be corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis. In the event that no documentary evidence of functional impairment exists or is available, then (a) there must be evidence of moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the Retired NFL Football Player's functional impairment, as described above, must be corroborated by a third-party sworn affidavit from a person familiar with the Retired NFL Football Player's condition (other than the player or his family members), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) For living Retired NFL Football Players diagnosed outside of the BAP, a diagnosis while living of Level 1.5 Neurocognitive Impairment, *i.e.*, early dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 1(a)(i)-(iv) above, made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(c) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Level 1.5 Neurocognitive Impairment, *i.e.*, early dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 1(a)(i)-(iv)

above, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology or neurocognitive disorders, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

2. Level 2 Neurocognitive Impairment

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 2 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function.

(ii) Evidence of a severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating (CDR) scale Category 2.0 (Moderate) in the areas of Community Affairs, Home & Hobbies, and Personal Care. Such functional impairment shall be corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis. In the event that no documentary evidence of functional impairment exists or is available, then (a) there must be evidence of severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the Retired NFL Football Player's functional impairment, as described above, must be corroborated by a third-party sworn affidavit from a person familiar with the Retired NFL Football Player's condition (other than the player or his family members), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) For living Retired NFL Football Players diagnosed outside of the BAP, a diagnosis while living of Level 2 Neurocognitive Impairment, *i.e.*, moderate dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 2(a)(i)-(iv) above, unless the diagnosing physician can certify in the Diagnosing Physician Certification that certain testing in 2(a)(i)-(iv) is medically unnecessary because the Retired NFL Football Player's dementia is so severe, made by a Qualified MAF Physician or a board-certified

or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(c) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Level 2 Neurocognitive Impairment, *i.e.*, moderate dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 2(a)(i)-(iv) above, unless the diagnosing physician can certify in the Diagnosing Physician Certification that certain testing in 2(a)(i)-(iv) was medically unnecessary because the Retired NFL Football Player's dementia was so severe, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology or neurocognitive disorders, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

3. Alzheimer's Disease

(a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Alzheimer's Disease as defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9), the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10), or a diagnosis of Major Neurocognitive Disorder due to probable Alzheimer's Disease as defined in the *Diagnostic and Statistical Manual of Mental Disorders* (DSM-5), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(b) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Major Neurocognitive Disorder due to probable Alzheimer's Disease consistent with the definition in *Diagnostic and Statistical Manual of Mental Disorders* (DSM-5), or a diagnosis of Alzheimer's Disease, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

4. Parkinson's Disease

(a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Parkinson's Disease as defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9), the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10), or a diagnosis of Major Neurocognitive Disorder probably due to Parkinson's Disease as defined in the *Diagnostic and Statistical Manual of Mental Disorders* (DSM-5), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(b) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Parkinson's Disease, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist

physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

5. **Death with Chronic Traumatic Encephalopathy (CTE)**

For Retired NFL Football Players who died prior to the date of the Preliminary Approval and Class Certification Order, a post-mortem diagnosis of CTE made by a board-certified neuropathologist.

6. **Amyotrophic Lateral Sclerosis (ALS)**

(a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Amyotrophic Lateral Sclerosis, also known as Lou Gehrig's Disease ("ALS"), as defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9) or the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(b) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of ALS, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

Exhibit B-2

**BASELINE NEUROPSYCHOLOGICAL TEST BATTERY AND SPECIFIC IMPAIRMENT
CRITERIA FOR RETIRED NFL FOOTBALL PLAYERS**

Section 1. Test Battery

Estimating Premorbid Intellectual Ability	Learning and Memory (6 scores)
ACS Test of Premorbid Functioning (TOPF)	WMS-IV Logical Memory I
Complex Attention/Processing Speed (6 scores)	WMS-IV Logical Memory II
WAIS-IV Digit Span	WMS-IV Verbal Paired Associates I
WAIS-IV Arithmetic	WMS-IV Verbal Paired Associates II
WAIS-IV Letter Number Sequencing	WMS-IV Visual Reproduction I
WAIS-IV Coding	WMS-IV Visual Reproduction II
WAIS-IV Symbol Search	Language (3 scores)
WAIS-IV Cancellation	Boston Naming Test
Executive Functioning (4 scores)	Category Fluency (Animal Naming)
Verbal Fluency (FAS)	BDAE Complex Ideational Material
Trails B	Spatial-Perceptual (3 scores)
Booklet Category Test	WAIS-IV Block Design
WAIS-IV Similarities	WAIS-IV Visual Puzzles
Effort/Performance Validity (8 scores)	WAIS-IV Matrix Reasoning
<i>ACS Effort Scores</i>	Mental Health
ACS-WAIS-IV Reliable Digit Span	MMPI-2RF
ACS-WMS-IV Logical Memory Recognition	Mini International Neuropsychiatric Interview
ACS-WMS-IV Verbal Paired Associates Recognition	
ACS-WMS-IV Visual Reproduction Recognition	
ACS-Word Choice	
<i>Additional Effort Tests</i>	
Test of Memory Malinger (TOMM)	
Medical Symptom Validity Test (MSVT)	

Section 2: Evaluate Performance Validity

Freestanding, embedded and regression based performance validity metrics will be administered to each Retired NFL Football Player during baseline and, if relevant, subsequent neuropsychological examinations. There will be at least seven performance validity metrics utilized during each assessment. The specific performance validity metrics utilized will not be released to the public in order to maintain the highest standards of assessment validity. The performance validity metrics employed will be rotated at intervals determined by the Appeals Advisory Panel in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties.

Each neuropsychological examiner must complete a checklist of validity criteria as set forth in *Slick et al.* 1999, and revised in 2013 (see below) for every Retired NFL Football Player examined in order to determine whether the Retired NFL Football Player's test data is a valid reflection of his optimal level of neurocognitive functioning.

1. Suboptimal scores on performance validity embedded indicators or tests. The cutoffs for each test should be established based on empirical findings.
2. A pattern of neuropsychological test performance that is markedly discrepant from currently accepted models of normal and abnormal central nervous system (CNS) function. The discrepancy must be consistent with an attempt to exaggerate or fabricate neuropsychological dysfunction (e.g., a patient performs in the severely impaired range on verbal attention measures but in the average range on memory testing; a patient misses items on recognition testing that were consistently provided on previous free recall trials, or misses many easy items when significantly harder items from the same test are passed).
3. Discrepancy between test data and observed behavior. Performance on two or more neuropsychological tests within a domain are discrepant with observed level of cognitive function in a way that suggests exaggeration or fabrication of dysfunction (e.g., a well-educated patient who presents with no significant visual-perceptual deficits or language disturbance in conversational speech performs in the severely impaired range on verbal fluency and confrontation naming tests).
4. Discrepancy between test data and reliable collateral reports. Performance on two or more neuropsychological tests within a domain are discrepant with day-to-day level of cognitive function described by at least one reliable collateral informant in a way that suggests exaggeration or fabrication of dysfunction (e.g., a patient handles all family finances but is unable to perform simple math problems in testing).
5. Discrepancy between test data and documented background history. Improbably poor performance on two or more standardized tests of cognitive function within a specific domain (e.g., memory) that is inconsistent with documented neurological or psychiatric history.

6. Self-reported history is discrepant with documented history. Reported history is markedly discrepant with documented medical or psychosocial history and suggests attempts to exaggerate deficits.
7. Self-reported symptoms are discrepant with known patterns of brain functioning. Reported or endorsed symptoms are improbable in number, pattern, or severity; or markedly inconsistent with expectations for the type or severity of documented medical problems.
8. Self-reported symptoms are discrepant with behavioral observations. Reported symptoms are markedly inconsistent with observed behavior (e.g., a patient complains of severe episodic memory deficits yet has little difficulty remembering names, events, or appointments; a patient complains of severe cognitive deficits yet has little difficulty driving independently and arrives on time for an appointment in an unfamiliar area; a patient complains of severely slowed mentation and concentration problems yet easily follows complex conversation).
9. Self-reported symptoms are discrepant with information obtained from collateral informants. Reported symptoms, history, or observed behavior is inconsistent with information obtained from other informants judged to be adequately reliable. The discrepancy must be consistent with an attempt to exaggerate deficits (e.g., a patient reports severe memory impairment and/or behaves as if severely memory-impaired, but his spouse reports that the patient has minimal memory dysfunction at home).

Notwithstanding a practitioner's determination of sufficient effort in accordance with the foregoing factors, a Retired NFL Football Player's failure on two or more effort tests may result in the Retired NFL Football Player's test results being subjected to independent review, or result in a need for supplemental testing of the Retired NFL Football Player.

Note: Additional information relating to the evaluation of effort and performance validity will be provided in a clinician's interpretation guide.

Section 3. Estimate Premorbid Intellectual Ability

Test	Ability
Test of Premorbid Functioning (TOPF)	Reading Reading + Demographic Variables

The Test of Premorbid Functioning (TOPF) provides three models for predicting premorbid functioning: (a) demographics only, (b) TOPF only, and (c) combined demographics and TOPF prediction equations. For each model using demographic data, a simple and complex prediction equation can be selected. In the simple model, only sex, race/ethnicity, and education, are used in predicting premorbid ability. In the complex model, developmental, personal, and more specific demographic data is incorporated into the equations. The clinician should select a model based on the patient's background and his or her current level of reading or language impairment.

Note: It is necessary to estimate premorbid intellectual functioning in order to use the criteria for impairment set out in this document. Estimated premorbid intellectual ability will be assessed and classified as:

- Below Average (estimated IQ below 90);
- Average (estimated IQ between 90 and 109);
- Above Average (estimated IQ above 110).

Section 4. Neuropsychological Test Score Criteria by Domain of Cognitive Functioning

There are 5 domains of cognitive functioning. In each domain, there are several tests that contribute 3, 4, or 6 demographically-adjusted test scores for consideration. Test selection in the domains was based on the availability of demographically-adjusted normative data for Caucasians and African Americans. These domains and scores are set out below.

The basic principle for defining impairment on testing is that there must be a pattern of performance that is approximately 1.5 standard deviations (for Level 1 Impairment), 1.7-1.8 standard deviations (for Level 1.5 Impairment) or 2 standard deviations (for Level 2 Impairment) below the person's expected level of premorbid functioning. Therefore, it is necessary to have more than one low test score in each domain. A user manual will be provided to neuropsychologists setting out the cutoff scores, criteria for identifying impairment in each cognitive domain, and statistical and normative data to support the impairment criteria.

Domain/Test	Ability
Complex Attention/Speed of Processing (6 Scores)	
Digit Span	Attention & Working Memory
Arithmetic	Mental Arithmetic
Letter Number Sequencing	Attention & Working Memory
Coding	Visual-Processing & Clerical Speed
Symbol Search	Visual-Scanning & Processing Speed
Cancellation	Visual-Scanning Speed
Executive Functioning (4 scores)	
Similarities	Verbal Reasoning
Verbal Fluency (FAS)	Phonemic Verbal Fluency
Trails B	Complex Sequencing
Booklet Category Test	Conceptual Reasoning
Learning and Memory (6 scores)	
Logical Memory I	Immediate Memory for Stories
Logical Memory II	Delayed Memory for Stories
Verbal Paired Associates I	Learning Word Pairs
Verbal Paired Associates II	Delayed Memory for Word Pairs
Visual Reproduction I	Immediate Memory for Designs
Visual Reproduction II	Delayed Memory for Designs
Language	
Boston Naming Test	Confrontation Naming
BDAE Complex Ideational Material	Language Comprehension
Category Fluency	Category (Semantic) Fluency
Visual-Perceptual	
Block Design	Spatial Skills & Problem Solving
Visual Puzzles	Visual Perceptual Reasoning
Matrix Reasoning	Visual Perceptual Reasoning

Impairment Criteria: *Below Average* Estimated Intellectual Functioning (A1 – E1)

A1. Complex Attention (6 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 2 scores below a T score of 30
3. Level 2 Impairment: 3 or more scores below a T score of 30
B1. Executive Function (4 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
C1. Learning and Memory (6 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 2 scores below a T score of 30
3. Level 2 Impairment: 3 or more scores below a T score of 30
D1. Language (3 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 2 scores below a T score of 35
3. Level 2 Impairment: 3 or more scores below a T score of 35
E1. Visual-Perceptual (3 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 2 scores below a T score of 35
3. Level 2 Impairment: 3 or more scores below a T score of 35

Impairment Criteria: Average Estimated Intellectual Functioning (A2 – E2)

A2. Complex Attention (6 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
B2. Executive Function (4 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
C2. Learning and Memory (6 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
D2. Language (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 35
3. Level 2 Impairment: 2 or more scores below a T score of 35
E2. Visual-Perceptual (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 35
3. Level 2 Impairment: 2 or more scores below a T score of 35

Impairment Criteria: *Above Average* Estimated Intellectual Functioning (A3 – E3)

A3. Complex Attention (6 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37
3. Level 2 Impairment: 3 or more scores below a T score of 35
B3. Executive Function (4 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
C3. Learning and Memory (6 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37
3. Level 2 Impairment: 3 or more scores below a T score of 35
D3. Language (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 40
2. Level 1.5 Impairment: 3 scores below at T score of 40; or meet for Level 1 and 1 score below a T score of 37
3. Level 2 Impairment: 2 or more scores below a T score of 37
E3. Visual-Perceptual (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 40
2. Level 1.5 Impairment: 3 scores below at T score of 40; or meet for Level 1 and 1 score below a T score of 37
3. Level 2 Impairment: 2 or more scores below a T score of 37

Section 5: Mental Health Assessment

Test	Symptoms/Functioning	Assessment
MMPI-2RF	Mental Health Assessment	Evaluation of Validity Scales and Configurations; T-Scores for Symptom Domains
Mini International Neuropsychiatric Interview (M.I.N.I. Version 5.0.0)	Semi-structured Psychiatric Interview	Scale Criteria for Various Psychiatric Diagnoses

Exhibit B-3

MONETARY AWARD GRID
(BY AGE AT TIME OF QUALIFYING DIAGNOSIS)

Age Group	ALS	Death w/CTE	Parkinson's	Alzheimer's	Level 2	Level 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45-49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50-54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55-59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60-64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65-69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70-74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75-79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

The above Monetary Award levels are the average base Monetary Awards for each of the Qualifying Diagnoses for particular age groups, except for the “Under 45” and “80+” rows, which list the maximum and minimum base Monetary Awards, respectively, for those age groups. A Settlement Class Member’s actual base Monetary Award for ages 45-79 may be higher or lower than the average base Monetary Award listed for the Retired NFL Football Player’s age group, depending on the Retired NFL Football Player’s actual age at the time of Qualifying Diagnosis.

Base Monetary Awards are subject to: (a) upward adjustment for inflation, as provided in Section 6.7 of the Settlement Agreement; and (b) downward adjustment based on Offsets (Number of Eligible Seasons, medically diagnosed Stroke occurring prior to a Qualifying Diagnosis, medically diagnosed Traumatic Brain Injury occurring prior to a Qualifying Diagnosis, and non-participation in the BAP by a Retired NFL Football Player in Subclass 1, under the circumstances described in detail in the Settlement Agreement), as provided in Section 6.5(b) of the Settlement Agreement.

Exhibit B-4

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION	:	No. 2:12-md-02323-AB
	:	
	:	MDL No. 2323
	:	
Kevin Turner and Shawn Wooden, <i>on behalf of themselves and others similarly situated,</i>	:	
Plaintiffs,	:	Civ. Action No.: 14-cv-00029-AB
	:	
v.	:	
	:	
National Football League and NFL Properties, LLC, successor-in-interest to NFL Properties, Inc.,	:	
Defendants.	:	
THIS DOCUMENT RELATES TO: ALL ACTIONS	:	

[PROPOSED] FINAL ORDER AND JUDGMENT

On January 6, 2014, Plaintiffs in the above-referenced action ("Action") filed a Class Action Complaint and on June 25, 2014 a Settlement Agreement was entered into by and among defendants the National Football League ("NFL") and NFL Properties LLC ("NFL Properties") (collectively, "NFL Parties"), by and through their attorneys, and the Class Representatives and Subclass Representatives, individually and on behalf of the Settlement Class and Subclasses, by and through Co-Lead Class Counsel, Class Counsel and Subclass Counsel.

On [DATE], the Court entered a Preliminary Approval and Conditional Class Certification Order ("Preliminary Order") that, among other things: (i) preliminarily approved

the Settlement Agreement; (ii) for purposes of the Settlement Agreement only, conditionally certified the Settlement Class and Subclasses; (iii) appointed Co-Lead Class Counsel, Class Counsel, and Subclass Counsel; (iv) approved the form and method of notice of the Settlement Agreement to the Settlement Class and Subclasses and directed that appropriate notice of the Settlement Agreement be disseminated; (v) scheduled a Fairness Hearing for final approval of the Settlement Agreement; and (vi) stayed this matter and all Related Lawsuits in this Court and enjoined proposed Settlement Class Members from pursuing Related Lawsuits.

In its Preliminary Order, pursuant to Fed. R. Civ. P. 23(b)(3), the Court defined and certified the Settlement Class as follows:

- (i) All living NFL Football Players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club (“Retired NFL Football Players”); and
- (ii) Authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players (“Representative Claimants”); and
- (iii) Spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player (“Derivative Claimants”).

In its Preliminary Order, pursuant to Fed. R. Civ. P. 23(b)(3), the Court defined and certified the Subclasses as follows:

- (i) “Subclass 1” means Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants.

- (ii) “Subclass 2” means Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE.

Notice was provided to Settlement Class Members pursuant to the Settlement Class Notice Plan approved in the Preliminary Order. (*See* Settlement Class Notice Plan attached to the Declaration of Katherine Kinsella, Class Notice Agent.) Counsel for the NFL Parties and Class Counsel worked together with the Settlement Class Notice Agent to fashion a Settlement Class Notice Plan that was tailored to the specific claims and Settlement Class Members of this case. Settlement Class Notice was disseminated to all known Settlement Class Members by U.S. first-class mail by [INSERT DATE]. In addition, a Summary Notice was published in accordance with the Settlement Class Notice Plan and Co-Lead Class Counsel caused to be established an automated telephone system that uses a toll-free number to respond to questions from Settlement Class Members. Co-Lead Class Counsel also caused to be established and maintained a public website that provided information about the proposed Class Action Settlement, including the Settlement Agreement, frequently asked questions, the Preliminary Order, and relevant dates for objecting to the Class Action Settlement, opting out of the Settlement Class, and the date and place of the Fairness Hearing. The website allowed Settlement Class Members to identify themselves so that Settlement Class Notice could be mailed to them. Class Counsel have established that the Settlement Class Notice Plan was implemented.

[] Settlement Class Members have chosen to be excluded from the Settlement Class by timely filing written requests for exclusion (“Opt Outs”). The Opt Outs are listed at the end of this Order in Exhibit [].

[] Settlement Class Members submitted objections to the Class Action Settlement under the process set by the Preliminary Order.

On [DATE], at [TIME], the Court held the Fairness Hearing to consider whether the Class Action Settlement was fair, reasonable, adequate, and in the best interests of the Settlement Class and Subclasses. At the Fairness Hearing, [NAMES] appeared on behalf of the Class Representatives, Subclass Representatives and Settlement Class Members, and [NAMES] appeared on behalf of the NFL Parties. Additionally, the following individuals also appeared at the Fairness Hearing having timely submitted a Notice of Intention to Appear. [INSERT LIST]

The Court, having heard arguments of counsel for the Parties and of the persons who appeared at the Fairness Hearing [REFERENCE OBJECTIONS, if any], having reviewed all materials submitted, having considered all of the files, records, and proceedings in this Action, and being otherwise fully advised,

HEREBY ORDERS THAT:

1. Jurisdiction. This Court retains continuing and exclusive jurisdiction over the Action, Parties and their counsel, all Settlement Class Members, the Special Master, BAP Administrator, Claims Administrator, Lien Resolution Administrator, Appeals Advisory Panel, Appeals Advisory Panel Consultants, Trustee and Settlement Agreement, including its enforcement and interpretation, and all other matters relating to it. This Court also retains continuing jurisdiction over the “qualified settlement funds,” as defined under § 1.468B-1 of the

Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986 as amended, created under the Settlement Agreement.

2. Incorporation of Settlement Documents. This Order and Judgment incorporates and makes a part hereof: (a) the Settlement Agreement and exhibits filed with the Court on June 25, 2014, including definitions of the terms used therein and (b) the Settlement Class Notice Plan and the Summary Notice, both of which were filed with the Court on June 25, 2014. Unless otherwise defined in this Final Order and Judgment, the capitalized terms herein shall have the same meaning as they have in the *In re: National Football League Players' Concussion Injury Litigation*, MDL 2323, Class Action Settlement Agreement dated June 25, 2014.

3. Confirmation of Settlement Class. The provisions of the Preliminary Order that conditionally certified the Settlement Class and Subclasses should be, and hereby are, confirmed in all respects as a final class certification order under Fed. R. Civ. P. 23 for the purposes of implementing the Settlement Agreement. As set forth in the Preliminary Order, the Court finds that, for purposes of effectuating the Settlement Agreement: (a) the Settlement Class Members are so numerous that their joinder is impracticable; (b) there are questions of law and fact common to the Class and Subclasses; (c) the claims of the Class Representatives and Subclass Representatives are typical of the Settlement Class Members and the respective Subclass Members; (d) the Class Representatives and Subclass Representatives and Co-Lead Class Counsel, Class Counsel and Subclass Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (e) the questions of law or fact common to the Class and Subclasses predominate over any questions affecting only individual

Settlement Class Members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Settlement Notice. The Court finds that pursuant to Federal Rule of Civil Procedure 23(c)(2)(B) the dissemination of the Settlement Class Notice and the publication of the Summary Notice: (i) were implemented in accordance with the Preliminary Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members (a) of the effect of the Settlement Agreement (including the Releases provided for therein), (b) that the NFL Parties agreed not to object to a petition for class attorneys' fees and reasonable incurred costs up to \$112.5 million, and that at a later date, to be determined by the Court, Class Counsel may petition the Court for an award of attorneys' fees and reasonable incurred costs, and Settlement Class Members may comment on or object to the petition, (c) of their right to opt out or object to any aspect of the Settlement Agreement, (d) of their right to revoke an Opt Out prior to the Final Approval Date, and (e) of their right to appear at the Fairness Hearing; (iv) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice of the proposed Settlement Agreement; and (v) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause) and other applicable laws and rules. The Notice given by the NFL Parties to state and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

5. Confirmation of Appointment of Class and Subclass Representatives. As set forth in the Preliminary Order, the Court confirms the appointment of Shawn Wooden and Kevin Turner as Class Representatives and Shawn Wooden as Subclass 1 Representative and Kevin Turner as Subclass 2 Representative.

6. Confirmation of Appointments of Co-Lead Class Counsel, Class Counsel and Subclass Counsel. Pursuant to Fed. R. Civ. P. 23(g), the Court confirms the appointment of Christopher A. Seeger, Sol Weiss, Steven C. Marks, Gene Locks, Arnold Levin and Dianne M. Nast as Class Counsel. In addition, the appointment of Christopher A. Seeger and Sol Weiss as Co-Lead Class Counsel is confirmed, and the appointments of Arnold Levin and Dianne M. Nast as Subclass Counsel for Subclasses 1 and 2, respectively, are confirmed. Co-Lead Class Counsel, Class Counsel and Subclass Counsel are familiar with the claims in this case and have done work investigating the claims. They have consulted with other counsel in the case and have experience in handling class actions and other complex litigation. They have knowledge of the applicable laws and the resources to commit to the representation of Settlement Class Members and the Settlement Class and Subclasses.

7. Approval of Class Action Settlement. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement Agreement in its entirety (including, without limitation, the NFL Parties' payment obligations, as set forth in Article XXIII of the Settlement Agreement, the Releases provided for therein, and the dismissal with prejudice of claims against the NFL Parties) and finds that the Settlement Agreement is fair, reasonable and adequate. The Court also finds that the Settlement Agreement is fair, reasonable and adequate, and in the best interests of, the Class and Subclass Representatives and all Settlement Class Members, including, without limitation, the members of the Subclasses.

The Parties are ordered to implement, perform and consummate each of the obligations set forth in the Settlement Agreement in accordance with its terms and

provisions. All objections to the Settlement Agreement are found to be without merit and are overruled.

8. Dismissal of Class Action Complaint. The Class Action Complaint is hereby dismissed with prejudice, without further costs, including claims for interest, penalties, costs and attorneys' fees, except that Class Counsel's motion for an award of class attorneys' fees and reasonable incurred costs, as contemplated by the Parties in Section 21.1 of the Settlement Agreement, will be made at an appropriate time to be determined by the Court.

9. Dismissal of Released Claims. As set forth in Article XVIII of the Settlement Agreement, the Settlement Class, the Class and Subclass Representatives and each Settlement Class Member, on his or her own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of any Settlement Class Member (the "Releasors"), have waived and released, forever discharged and held harmless the Released Parties, and each of them:

- a. Of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum that the Releasors, and each of them, had, has, or may have in the future arising out of, in any way relating to or in connection with the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint and/or Related Lawsuits

(“Claims”), including, without limitation, the Claims identified in Section 18.1(a)(i)-(viii) of the Settlement Agreement.

- b. Of and from any and all Claims, including unknown Claims, arising from, relating to, or resulting from the reporting, transmittal of information, or communications between or among the NFL Parties, Counsel for the NFL Parties, the Special Master, Claims Administrator, Lien Resolution Administrator, any Governmental Payor and/or Medicare Part C or Part D Program sponsor, regarding any claim for benefits under this Settlement Agreement, including any consequences in the event that this Settlement Agreement impacts, limits, or precludes any Settlement Class Member’s right to benefits under Social Security or from any Governmental Payor or Medicare Part C or Part D Program sponsor.
- c. Of and from any and all Claims, including unknown Claims, pursuant to the MSP Laws, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the Released Parties to provide for a primary payment or appropriate reimbursement to a Governmental Payor or Medicare Part C or Part D Program sponsor with a Lien in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits claimed or received by a Settlement Class Member pursuant to this Settlement Agreement.
- d. And the Special Master, BAP Administrator, Claims Administrator, and their respective officers, directors, and employees, of and from any and all Claims, including unknown Claims, arising from, relating to, or resulting from their participation, if any, in the BAP, including, but not limited to, Claims for negligence, medical malpractice, wrongful or delayed diagnosis, personal injury, bodily injury (including disease, trauma, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), or death arising from, relating to, or resulting from such participation.

Accordingly, the Court hereby orders the dismissal with prejudice of all Released Claims by the Releasors against the Released Parties pending in the Court and without further costs, including claims for interest, penalties, costs and attorneys’ fees. All Releasors with Released Claims pending in any other federal court, state court, arbitration, regulatory agency, or

other tribunal or forum, other than the Court, against the Released Parties are ordered to promptly dismiss with prejudice all such Released Claims, and without further costs, including claims for interest, penalties, costs, and attorneys' fees. This Settlement Agreement will be the exclusive remedy for any and all Released Claims by or on behalf of any and all Releasors against any of the Released Parties, and no Releasor shall recover, directly or indirectly, any sums from any Released Parties for Released Claims other than those received for Released Claims under the terms of the Settlement Agreement, if any. However, nothing contained in the Settlement Agreement, including the Release and Covenant Not to Sue provisions in Article XVIII, affects the rights of Settlement Class Members to pursue claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits. Nor does the Settlement Agreement alter the showing that Settlement Class Members must demonstrate to pursue successful claims for workers' compensation and/or successful claims alleging entitlement to NFL CBA Medical and Disability Benefits, nor does it alter the defenses to such claims available to Released Parties except as set forth in ARTICLE XXIX.

10. Dismissal of Related Lawsuits. All Related Lawsuits pending in the Court are hereby dismissed with prejudice, without further costs, including claims for interest, penalties, costs and attorneys' fees. All Releasors with Related Lawsuits pending in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, are ordered to promptly dismiss with prejudice such Related Lawsuits, and without further costs, including claims for interest, penalties, costs, and attorneys' fees.

11. Covenant Not to Sue. Consistent with Section 18.4 of the Settlement Agreement, the Class and Subclass Representatives, each Settlement Class Member, and the Settlement Class, on behalf of the Releasors, and each of them, are hereby barred, enjoined and

restrained from, at any time, continuing to prosecute, commencing, filing, initiating, instituting, causing to be instituted, assisting in instituting, or permitting to be instituted on their, his, her, or its behalf, or on behalf of any other individual or entity, any proceeding: (i) alleging or asserting any of his or her respective Released Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the Claims set forth in Article XVIII of the Settlement Agreement; or (ii) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal or other forum as of the Effective Date, the Releasors are ordered to withdraw and seek dismissal with prejudice of such proceeding forthwith.

12. Complete Bar Order and Judgment Reduction. It is ordered that any person or entity, other than Riddell (as defined in the Settlement Agreement), that becomes liable to any Releasor, or to any other alleged tortfeasor, co-tortfeasor, co-conspirator or co-obligor, by reason of judgment or settlement, for any claims that are or could have been asserted in this Action or in any Related Lawsuit, or that arise out of or relate to any claims that are or could have been asserted in this Action or in any Related Lawsuit, or that arise out of or relate to any facts in connection with this Action or any Related Lawsuit (collectively, the “Barred Defendants”), are hereby permanently BARRED, ENJOINED and RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity or otherwise) against the Released Parties that seeks to recover from the Released Parties any part of any judgment entered against the Barred Defendants and/or any settlement reached with any of the Barred Defendants, in connection with any claims that are or could have been asserted against the Barred Defendants in this Action or in any Related Lawsuit or that arise out of or relate to any claims that are or could have been

asserted in this Action or in any Related Lawsuit, or that arise out of or relate to any facts in connection with this Action or any Related Lawsuit, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in this Action, in any Related Lawsuit, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

It is further ordered that the Released Parties are hereby permanently BARRED, ENJOINED AND RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity or otherwise) against any of the Barred Defendants that seeks to recover any part of the NFL Parties' payment obligations as set forth in Article XXIII of the Settlement Agreement, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in this Action, in any Related Lawsuit, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

It is further ordered that any judgment or award obtained by the Releasors against any such Barred Defendant shall be reduced by the amount or percentage, if any, necessary under applicable law to relieve the Released Parties of all liability to such Barred Defendants on claims barred pursuant to this Paragraph 12. Such judgment reduction, partial or complete release, settlement credit, relief, or setoff, if any, shall be in an amount or percentage sufficient under applicable law to compensate such Barred Defendants for the loss of any such barred claims pursuant to this Paragraph 12 against the Released Parties.

13. No Release for Insurance Coverage. Notwithstanding anything to the contrary in this Final Order and Judgment, this Final Order and Judgment and the Settlement

Agreement are not intended to and do not effect a release of any rights or obligations that any insurer has under or in relation to any contract or policy of insurance to any named insured, insured, additional insured, or other insured person or entity thereunder, including those persons or entities referred to in Section 2.1(bbbb)(i)-(ii) of the Settlement Agreement.

14. Riddell. As set forth in the Settlement Agreement, it is hereby ordered that, with respect to any litigation by the Releasors against Riddell, if a verdict in a Releasor's favor results in verdict or judgment for contribution or indemnity against any of the Released Parties, the Releasors shall not enforce their right to collect this verdict or judgment to the extent that such enforcement creates liability against such Released Parties. In such event, the Releasors shall reduce their claim or agree to a judgment reduction or satisfy the verdict or judgment to the extent necessary to eliminate the claim of liability against the Released Parties or any Other Party claiming contribution or indemnity.

15. Confirmation of Administrative Appointments. As set forth in the Preliminary Order, the Court confirms the appointment of The Garretson Resolution Group, Inc. as the BAP Administrator, BrownGreer PLC as the Claims Administrator, The Garretson Resolution Group, Inc. as the Liens Resolution Administrator and Citibank, N.A. as the Trustee, and confirms that the Court retains continuing jurisdiction over those appointed. Pursuant to Federal Rule of Civil Procedure 53 and the inherent authority of the Court, the Court appoints _____ as Special Master to perform the duties of the Special Master as set forth in the Settlement Agreement for a five-year term.

16. No Admission. This Final Order and Judgment, the Settlement Agreement, and the documents relating thereto, and any actions taken by the NFL Parties or the Released Parties in the negotiation, execution, or satisfaction of the Settlement Agreement: (a)

do not and shall not, in any event, constitute, or be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any claim made by the Class and Subclass Representatives, the Settlement Class, or any Settlement Class Member in this or any other action or proceeding; and (b) shall not, in any way, be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, of any kind, or used in any other fashion, by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, Class Counsel, or any of the Released Parties in any litigation, action, hearing, or any judicial, arbitral, administrative, regulatory or other proceeding for any purpose, except a proceeding to resolve a dispute arising under, or to enforce, the Settlement Agreement. Without limiting the foregoing, neither the Settlement Agreement nor any of its provisions, negotiations, statements, or court proceedings relating to its provisions, nor any actions undertaken in this Settlement Agreement, will be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, or admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, or as a waiver by the Released Parties of any applicable defense, or as a waiver by the Class and Subclass Representatives, the Settlement Class, or any Settlement Class Member, of any claims, causes of action, or remedies. This Paragraph shall not apply to disputes between the NFL Parties and their insurers, as to which the NFL Parties reserve all rights.

17. Modification of the Settlement Agreement. Without further approval from the Court, and without the express written consent of Class Counsel and Counsel for the NFL Parties, on behalf of all Parties, the Settlement Agreement will not be subject to any change, modification, amendment, or addition.

18. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding on the Parties (regardless of whether or not any individual Settlement Class Member receives payment of a Monetary Award or Derivative Claimant Award or participates in a BAP baseline assessment examination), as well as their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns. The Opt Outs listed in Exhibit [] hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Settlement Agreement or this Final Order and Judgment.

19. Termination. If the Settlement Agreement is terminated as provided in Article XVI of the Settlement Agreement, then this Final Order and Judgment (and any orders of the Court relating to the Settlement Agreement) shall be null and void and be of no further force or effect, except as otherwise provided by the Settlement Agreement, and any unspent and uncommitted monies in the Funds will revert to, and shall be paid to, the NFL Parties within ten (10) days.

20. Entry of Final Judgment. There is no just reason to delay the entry of this Final Order and Judgment as a final judgment in this Action. Accordingly, the Clerk of Court is hereby directed, in accordance with this Final Order and Judgment and pursuant to Fed. R. Civ. P. 54, to: (i) enter final judgment dismissing with prejudice this Action and any Related Lawsuits in this Court in which Released Parties (or any of them) are the only defendants, and (ii) enter final judgment dismissing with prejudice all Released Claims asserted against Released Parties

(or any of them) in any other Related Lawsuits in this Court in which there are named defendants other than Released Parties.

SO ORDERED this _____ day of _____, 2014.

Anita B. Brody
United States District Court Judge

Exhibit B-5

NFL Concussion Settlement

All Valid Claims of Retired NFL Football Players to be Paid in Full for 65 Years

Monetary Awards, Baseline Medical Exams and Other Benefits Provided

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The National Football League (“NFL”) and NFL Properties LLC (collectively, “NFL Parties”) have agreed to a Settlement of a class action lawsuit seeking medical monitoring and compensation for brain injuries allegedly caused by head impacts experienced in NFL football. The NFL Parties deny that they did anything wrong.
- The Settlement Class includes all retired players of the NFL, the American Football League (“AFL”) that merged with the NFL, the World League of American Football, NFL Europe League, and NFL Europa League, as well as immediate family members of retired players and legal representatives of incapacitated, incompetent or deceased retired players.
- The Settlement will provide eligible retired players with:
 - Baseline neuropsychological and neurological exams to determine if retired players are: a) currently suffering from any neurocognitive impairment, including impairment serious enough for compensation, and b) eligible for additional testing and/or treatment (\$75 million);
 - Monetary awards for diagnoses of ALS (Lou Gehrig’s disease), Parkinson’s Disease, Alzheimer’s Disease, early and moderate Dementia and certain cases of chronic traumatic encephalopathy (CTE) (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. There is no cap on the amount of funds available to pay these Monetary Awards and all valid claims will be paid in full for 65 years; and
 - Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million).
- Individuals who represent incapacitated, incompetent or deceased retired players, or family members who meet certain criteria may also file claims for monetary awards (*see* Question 6).
- To get money, proof that injuries were caused by playing NFL football is not required.
- **Settlement Class Members will need to register to get benefits. Settlement Class Members may sign up at the website for additional information about the Settlement and updates on the registration process.**
- Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE SETTLEMENT CLASS	You do not need to do anything to be included in the Settlement Class. However, once the Court approves the Settlement, you will be bound by the terms and releases contained in the Settlement. There will be later notice to explain when and how to register for Settlement benefits (<i>see</i> Question 26).
ASK TO BE EXCLUDED	You will get no benefits. This is the only option that allows you to participate in any other lawsuit against the NFL Parties about the claims in this case (<i>see</i> Question 30).

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECT	Write to the Court if you do not like the Settlement (<i>see</i> Question 35).
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- **This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at www.NFLConcussionSettlement.com.**

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

What This Notice Contains

CHAPTER 1: INTRODUCTION

BASIC INFORMATION.....Page 5

1. Why is this Notice being provided?
2. What is the litigation about?
3. What is a class action?
4. Why is there a Settlement?
5. What are the benefits of the Settlement?

WHO IS PART OF THE SETTLEMENT?Page 7

6. Who is included in the Settlement Class?
7. What players are not included in the Settlement Class?
8. What if I am not sure whether I am included in the Settlement Class?
9. What are the different levels of neurocognitive impairment?
10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM.....Page 9

11. What is the Baseline Assessment Program (“BAP”)?
12. Why should a retired player get a BAP baseline examination?
13. How does a retired player schedule a baseline assessment examination and where will it be done?

MONETARY AWARDS..... Page 10

14. What diagnoses qualify for monetary awards?
15. Do I need to prove that playing professional football caused the retired player’s Qualifying Diagnosis?
16. How much money will I receive?
17. How does the age of the retired player at the time of first diagnosis affect a monetary award?
18. How does the number of seasons a retired player played affect a monetary award?
19. How do prior strokes or brain injuries of a retired player affect a monetary award?
20. How is a retired player’s monetary award affected if he does not participate in the BAP program?
21. Can I receive a monetary award even though the retired player is dead?
22. Will this Settlement affect a retired player’s participation in NFL or NFLPA related benefits programs?
23. Will this Settlement prevent retired players from bringing workers’ compensation claims?

EDUCATION FUND.....Page 14

24. What types of education programs are supported by the Settlement?

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT.....Page 15

25. What am I giving up to stay in the Settlement Class?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

HOW TO GET BENEFITS.....Page 15

26. How do I get Settlement benefits?
27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?
28. Can I re-apply for compensation if my claim is denied?
29. Can I appeal the determination of my monetary award claim?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....Page 16

30. How do I get out of the Settlement?
31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?
32. If I exclude myself, can I still get benefits from this Settlement?

THE LAWYERS REPRESENTING YOU.....Page 17

33. Do I have a lawyer in the case?
34. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....Page 18

35. How do I tell the Court if I do not like the Settlement?
36. What is the difference between objecting to the Settlement and excluding myself?

THE COURT'S FAIRNESS HEARING.....Page 19

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?
38. Do I have to attend the hearing?
39. May I speak at the hearing?

GETTING MORE INFORMATION.....Page 19

40. How do I get more information?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 1: INTRODUCTION

BASIC INFORMATION

1. Why is this Notice being provided?

The Court in charge of this case authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice summarizes the Settlement and explains your legal rights and options.

Judge Anita B. Brody of the United States District Court for the Eastern District of Pennsylvania is overseeing this case. The case is known as *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323. The people who sued are called the "Plaintiffs." The National Football League and NFL Properties LLC are called the "NFL Defendants."

The Settlement may affect your rights if you are: (a) a retired player of the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League, (b) an authorized representative of a deceased or legally incapacitated or incompetent retired player of those leagues, or (c) an individual with a close legal relationship with a retired player of those leagues, such as a spouse, parent or child.

2. What is the litigation about?

The Plaintiffs claim that retired players experienced head trauma during their NFL football playing careers that resulted in brain injuries, which have caused or may cause them long-term neurological problems. The Plaintiffs accuse the NFL Parties of being aware of the evidence and the risks associated with repetitive traumatic brain injuries but failing to warn and protect the players against the long-term risks, and ignoring and concealing this information from the players. The NFL Parties deny the claims in the litigation.

3. What is a class action?

In a class action, one or more people, the named plaintiffs (who are also called proposed “class representatives”) sue on behalf of themselves and other people with similar claims. All of these people together are the proposed “class” or “class members.” When a class action is settled, one court resolves the issues for all class members (in the settlement context, “settlement class members”), except for those who exclude themselves from the settlement. In this case, the proposed class representatives are Kevin Turner and Shawn Wooden. Excluding yourself means that you will not receive any benefits from the Settlement. The process for excluding yourself is described in Question 30 of this Notice.

4. Why is there a Settlement?

After extensive settlement negotiations mediated by retired United States District Court Judge Layn Phillips, and further settlement negotiations under the supervision of the Court-appointed Special Master, Perry Golkin, the Plaintiffs and the NFL Parties agreed to the Settlement.

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A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude litigation without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the claims of all persons affected (*see* Question 6) and the litigation between these persons and the NFL Parties are over. The persons affected by the Settlement are eligible for the benefits summarized in this Notice and the NFL Parties will no longer be legally responsible to defend against the claims made in this litigation.

The Court has not and will not decide in favor of the retired players or the other persons affected by the Settlement or the NFL Parties, and by reviewing this Settlement the Court is not making and will not make any findings that any law was broken or that the NFL Parties did anything wrong.

The proposed Class Representatives and their lawyers (“Co-Lead Class Counsel,” “Class Counsel,” and “Subclass Counsel,” *see* Question 33) believe that the proposed Settlement is best for everyone who is affected. The factors that Co-Lead Class Counsel, Class Counsel, and Subclass Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that are yet to be determined by the Court. Co-Lead Class Counsel, Class Counsel and Subclass Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

5. What are the benefits of the Settlement?

Under the Settlement, the NFL Parties will pay to fund:

- Baseline neuropsychological and neurological examinations for eligible retired players, and additional medical testing, counseling and/or treatment if they are diagnosed with moderate cognitive impairment during the baseline examinations (up to \$75 million, “Baseline Assessment Program”) (*see* Questions 11-13);
- Monetary awards for diagnoses of ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) and Death with CTE prior to [Date of Preliminary Approval Order] (*see* Questions 14-21); **All valid claims under the Settlement, without limitation, will be paid in full throughout the 65-year life of the Settlement (the “Monetary Award Fund”);** and
- Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million) (*see* Question 24).

In addition, the NFL Parties will pay the cost of notifying the Settlement Class. Administrative costs and expenses will be paid out of the Monetary Award Fund. The Baseline Assessment Program costs and expenses will be paid out of the Baseline Assessment Program Fund.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

The details of the Settlement benefits are in the Settlement Agreement, which is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

Note: The Baseline Assessment Program and Monetary Award Fund are completely independent of the NFL Parties and any benefit programs that have been created between the NFL and the NFL Players Association. The NFL Parties are not involved in determining the validity of claims.

WHO IS PART OF THE SETTLEMENT?

You need to decide whether you are included in the Settlement.

6. Who is included in the Settlement Class?

This Settlement Class includes three types of people:

Retired NFL Football Players: Prior to [Date of Preliminary Approval Order], all living NFL Football players who (1) have retired, formally or informally, from playing professional football with the NFL or any Member Club, including AFL, World League of American Football, NFL Europe League, and NFL Europa League players, or (2) were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and no longer are under contract to a Member Club and are not seeking active employment as a player with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

Representative Claimants: An authorized representative, ordered by a court or other official of competent jurisdiction under applicable state law, of a deceased or legally incapacitated or incompetent Retired NFL Football Player.

Derivative Claimants: A spouse, parent, dependent child, or any other person who properly under applicable state law asserts the right to sue independently or derivatively by reason of his or her relationship with a living or deceased Retired NFL Football Player. (For example, a spouse asserting the right to sue due to the injury of a husband who is a Retired NFL Football Player.)

The Settlement recognizes two separate groups (“Subclasses”) of Settlement Class Members based on the Retired NFL Football Player’s injury status as of [Date of Preliminary Approval Order]:

- **Subclass 1** includes: Retired NFL Football Players who were not diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) or Death with CTE prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants.
- **Subclass 2** includes:
 - Retired NFL Football Players who were diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants; and

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- Representative Claimants of deceased Retired NFL Football Players who were diagnosed with ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to death or who died prior to [Date of Preliminary Approval Order] and received a diagnosis of Death with CTE.

7. What players are not included in the Settlement Class?

The Settlement Class does not include: (a) current NFL players, and (b) people who tried out for NFL or AFL Member Clubs, or World League of American Football, NFL Europe League or NFL Europa League teams, but did not make it onto preseason, regular season or postseason rosters, or practice squads, developmental squads or taxi squads.

8. What if I am not sure whether I am included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may call **1-800-000-0000** with questions or visit www.NFLConcussionSettlement.com. You may also write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000. You may also consult with your own attorney.

9. What are the different levels of neurocognitive impairment?

In addition to ALS, Parkinson's Disease, and Alzheimer's Disease, various levels of neurocognitive impairment are covered by this Settlement. More details can be found in the Injury Definitions, which are available at www.NFLConcussionSettlement.com or by calling **1-800-000-0000**.

The level of Neurocognitive Impairment will be established in part with evidence of decline in performance in at least two areas subject to clinical evaluative testing (complex attention, executive function, learning and memory, language, or perceptual-spatial), provided one of the areas is executive function, learning and memory, or complex attention, and related functional impairment as follows:

LEVEL OF NEUROCOGNITIVE IMPAIRMENT	TYPE OF IMPAIRMENT	DEGREE OF DECLINE
Level 1	Moderate cognitive impairment	Moderate cognitive decline
Level 1.5	Early Dementia	Moderate to severe cognitive decline
Level 2	Moderate Dementia	Severe cognitive decline

If neurocognitive impairment is temporary and only occurs with delirium, or as a result of substance abuse or medicinal side effects, it is not covered by the Settlement.

10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

No. A retired player can be a Settlement Class Member regardless of whether he is vested due to credited seasons or total and permanent disability under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM

11. What is the Baseline Assessment Program (“BAP”)?

All living retired players who have earned at least one-half of an Eligible Season (*see* Question 18), who do not exclude themselves from the Settlement (*see* Question 30), and who timely register to participate in the Settlement (*see* Question 26) may participate in the Baseline Assessment Program (“BAP”).

The BAP will provide baseline neuropsychological and neurological assessment examinations to determine whether retired players are currently suffering from cognitive impairment. Retired players will have from two to ten years, depending on their age as of the date the Settlement is finally approved and any appeals are fully resolved (“Final Settlement Approval”), to have a baseline examination conducted through a nationwide network of qualified and independent medical providers.

- Retired players 43 or older as of the date the Settlement goes into effect will need to have a baseline examination within two years of the start of the BAP.
- Retired players under the age of 43 as of the date the Settlement goes into effect will need to have a baseline examination within 10 years of the start of the BAP, or before they turn 45, whichever comes sooner.

Retired players who are diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment) are eligible to receive further medical testing and/or treatment (including counseling and pharmaceuticals) for that condition during the ten-year term of the BAP or within five years from diagnosis, whichever is later.

Retired players who participate in the BAP will be encouraged to provide their confidential medical records for use in research into cognitive impairment and safety and injury prevention with respect to football players.

Although all retired players are encouraged to take advantage of the BAP and receive a baseline examination, they do not need to participate in the BAP to receive a monetary award, but any award to the retired player may be reduced by 10% if the retired player does not participate in the BAP, as explained in more detail in Question 20.

12. Why should a retired player get a BAP baseline examination?

Getting a BAP baseline examination will be beneficial. It will determine whether the retired player has any cognitive impairment. If he is diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment), he will be eligible to receive further medical testing and/or treatment for that condition. In addition, regardless of any cognitive impairment today, the results of the BAP baseline examination can be used as a comparison to measure any subsequent deterioration of cognitive condition over the course of his life. Participants also will be examined by at least two experts during the BAP baseline examinations, a neuropsychologist and a neurologist, and the retired player and/or his family members will have the opportunity to ask questions relating to any cognitive impairment during those examinations.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Participation in the BAP does not prevent the retired player from filing a claim for a monetary award. For the next 65 years, retired players will be eligible for compensation paid from the Monetary Award Fund if the player develops a Qualifying Diagnosis (*see* Question 14). Participation in the BAP also will help ensure that, to the extent the retired player receives a Qualifying Diagnosis in the future, he will receive the maximum monetary award to which he is entitled (*see* Question 20).

13. How does a retired player schedule a baseline assessment examination and where will it be done?

Retired players need to register for Settlement benefits before they can get a baseline assessment examination. Registration for benefits will not be available until after Final Settlement Approval. **However, a retired player may provide his name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that the retired player will receive additional notice about the registration process and deadlines when it becomes available.**

The BAP Administrator will send notice to those retired players determined during registration to be eligible for the BAP, explaining how to arrange for an initial baseline assessment examination. The BAP will use a nationwide network of qualified and independent medical providers who will provide both the initial baseline assessment as well as any further testing and/or treatment. The BAP Administrator, which will be appointed by the Court, will establish the network of medical providers.

MONETARY AWARDS

14. What diagnoses qualify for monetary awards?

Monetary awards are available for the diagnosis of ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia), or Death with CTE (the “Qualifying Diagnoses”). A Qualifying Diagnosis may occur at any time until the end of the 65-year term of the Monetary Award Fund.

If a retired player receives a monetary award based on a Qualifying Diagnosis, and later is diagnosed with a different Qualifying Diagnosis that entitles him to a larger monetary award than his previous award, he will be eligible for an increase in compensation. This would also apply to Derivative Claimants.

Qualifying Diagnoses must be made by approved qualified specialists. If and when Final Settlement Approval is obtained, the Claims Administrator will create and maintain a list of specialists who may make an authorized Qualifying Diagnoses if no such diagnosis has already been made by a qualified specialist before the Settlement is effective.

15. Do I need to prove that playing professional football caused the retired player’s Qualifying Diagnosis?

No. You do not need to prove that a retired player’s Qualifying Diagnosis was caused by playing professional football or that he experienced head injuries in the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League in order to receive a monetary award. The fact that a retired player receives a Qualifying Diagnosis is sufficient to be eligible for a monetary award.

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You also do not need to exclude the possibility that the Qualifying Diagnosis was caused or contributed to by amateur football or other professional football league injuries or by various risk factors linked to the Qualifying Diagnosis.

16. How much money will I receive?

The amount of money you will receive depends on the retired player's:

- Specific Qualifying Diagnosis,
- Age at the time of diagnosis (*see* Question 17),
- Number of seasons played or practiced in the NFL or the AFL (*see* Question 18),
- Diagnosis of a prior stroke or traumatic brain injury (*see* Question 19), and
- Participation in a baseline assessment exam (*see* Question 20).

The amount of money you will receive also depends on whether:

- There are any legally enforceable liens on the award,
- Any retainer agreement with an attorney, and
- The Court makes any further assessments (*see* Question 34).

Certain costs and expenses related to resolving any liens for Settlement Class Members will be paid out of such Settlement Class Members' Monetary Awards or Derivative Claimant Awards.

The table below lists the maximum amount of money available for each Qualifying Diagnosis before any adjustments are made.

QUALIFYING DIAGNOSIS	MAXIMUM AWARD AVAILABLE
Amyotrophic lateral sclerosis (ALS)	\$5 million
Death with CTE (diagnosed after death)	\$4 million
Parkinson's Disease	\$3.5 million
Alzheimer's Disease	\$3.5 million
Level 2 Neurocognitive Impairment (<i>i.e.</i> , moderate Dementia)	\$3 million
Level 1.5 Neurocognitive Impairment (<i>i.e.</i> , early Dementia)	\$1.5 million

Monetary awards may be increased up to 2.5% per year during the 65-year Monetary Award Fund term for inflation.

To receive the maximum amount outlined in the table, a retired player must have played for at least five Eligible Seasons (*see* Question 18) and have been diagnosed when younger than 45 years old.

Derivative Claimants are eligible to be compensated from the monetary award of the retired player with whom they have a close relationship in an amount of 1% of that award. If there are multiple Derivative Claimants for the same retired player, the 1% award will be divided among the Derivative Claimants according to the law where the retired player (or his Representative Claimant, if any) resides.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

17. How does the age of the retired player at the time of first diagnosis affect a monetary award?

Awards are reduced for retired players who were 45 or older when diagnosed. The younger a retired player is at the time of diagnosis, the greater the award he will receive. Setting aside the other downward adjustments to monetary awards, the table below provides:

- The average award for people diagnosed between the ages of 45-79; and
- The amount of the award for those under age 45 and over 79.

The actual amount will be determined based on each retired player's actual age at the time of diagnosis and on other potential adjustments.

AGE AT DIAGNOSIS	ALS	DEATH w/CTE	PARKINSON'S	ALZHEIMER'S	LEVEL 2	LEVEL 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45 - 49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50 - 54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55 - 59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60 - 64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65 - 69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70 - 74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75 - 79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

Note: The age of the retired player at diagnosis (not the age when applying for a monetary award) is used to determine the monetary amount awarded.

18. How does the number of seasons a retired player played affect a monetary award?

Awards are reduced for retired players who played less than five "Eligible Seasons." The Settlement uses the term "Eligible Season" to count the seasons in which a retired player played or practiced in the NFL or AFL. A retired player earns an Eligible Season for:

- Each season where he was on an NFL or AFL Member Club's "Active List" for either three or more regular season or postseason games, or
- Where he was on an Active List for one or more regular or postseason games and then spent two regular or postseason games on an injured reserve list or inactive list due to a concussion or head injury.
- A retired player also earns one-half of an Eligible Season for each season where he was on an NFL or AFL Member Club's practice, developmental, or taxi squad for at least eight games, but did not otherwise earn an Eligible Season.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

The “Active List” means the list of all players physically present, eligible and under contract to play for an NFL or AFL Member Club on a particular game day within any applicable roster or squad limits in the applicable NFL or AFL Constitution and Bylaws.

Time spent playing or practicing in the World League of American Football, NFL Europe League, and NFL Europa League does not count towards an Eligible Season.

The table below lists the reductions to a retired player’s (or his Representative Claimant’s) monetary award if the retired player has less than five Eligible Seasons. To determine the total number of Eligible Seasons credited to a retired player, add together all of the earned Eligible Seasons and half Eligible Seasons. For example, if a retired player earned two Eligible Seasons and three half Eligible Seasons, he will be credited with 3.5 Eligible Seasons.

NUMBER OF ELIGIBLE SEASONS	PERCENTAGE OF REDUCTION
4.5	10%
4	20%
3.5	30%
3	40%
2.5	50%
2	60%
1.5	70%
1	80%
.5	90%
0	97.5%

19. How do prior strokes or traumatic brain injuries of a retired player affect a monetary award?

It depends. A retired player’s monetary award (or his Representative Claimant monetary award) will be reduced by 75% if he experienced: (1) a medically diagnosed stroke that occurred before or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis; or (2) a severe traumatic brain injury unrelated to NFL football that occurred during or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis.

The award will not be reduced if the retired player (or his Representative Claimant) can show by clear and convincing evidence that the stroke or traumatic brain injury is not related to the Qualifying Diagnosis.

20. How is a retired player’s monetary award affected if he does not participate in the BAP program?

It depends on when the retired player receives his Qualifying Diagnosis and the nature of the diagnosis. There is a 10% reduction to the monetary award if the retired player does not participate in the BAP and:

- Did not receive a Qualifying Diagnosis prior to [Date of Preliminary Approval Order], and

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- Receives a Qualifying Diagnosis (other than ALS) after his deadline to receive a BAP baseline assessment examination.

21. Can I receive a monetary award even though the retired player is dead?

Yes. Representative Claimants for deceased retired players with a Qualifying Diagnoses will be eligible to receive monetary awards. If the deceased retired player died before January 1, 2006, however, the Representative Claimant will only receive a monetary award if the Court determines that a wrongful death or survival claim is allowed under applicable state law.

Derivative Claimants also will be eligible for a total award of 1% of the monetary award that the Representative Claimant for the deceased retired player receives (*see* Question 16).

Representative and Derivative Claimants will also need to register for Settlement benefits (*see* Question 26).

22. Will this Settlement affect a retired player's participation in NFL or NFLPA-related benefits programs?

No. The Settlement benefits are completely independent of any benefits programs that have been created by or between the NFL and the NFL Players Association. This includes the 88 Plan (Article 58 of the 2011 Collective Bargaining Agreement) and the Neuro-Cognitive Disability Benefit (Article 65 of the 2011 Collective Bargaining Agreement).

Note: The Settlement ensures that a retired player who has signed, or will sign, a release as part of his Neuro-Cognitive Disability Benefit application, will not be denied Settlement benefits.

23. Will this Settlement prevent retired players from bringing workers' compensation claims?

No. Claims for workers' compensation will not be released by this Settlement.

EDUCATION FUND

24. What type of education programs are supported by the Settlement?

The Settlement will provide \$10 million in funding to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL's medical and disability programs and other educational programs and initiatives.

Retired players will be able to actively participate in such initiatives if they desire.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT

25. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue the NFL Parties, the Member Clubs, or related individuals and entities, or be part of any other lawsuit against the NFL Parties about the issues in this case. This means you give up your right to continue to litigate any claims related to this Settlement, or file new claims, in any court or in any proceeding at any time. **However, the Settlement does not release any claims for workers' compensation (see Question 23) or claims alleging entitlement to NFL medical and disability benefits available under the Collective Bargaining Agreement.**

Please note that certain Plaintiffs also sued the football helmet manufacturer Riddell and certain related entities (specifically, Riddell, Inc., Riddell Sports Group Inc., All American Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton-Bell Sports, LLC, and RBG Holdings Corp.). **They are not parties to this Settlement and claims against them are not released by this Settlement.**

Article XVIII of the Settlement Agreement contains the complete text and details of what Settlement Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (see Question 35 for the address). You can also get this information by calling 1-800-000-0000. If you have any questions you can talk to the law firms listed in Question 33 for free or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET BENEFITS

26. How do I get Settlement benefits?

To get benefits, you will need to register. This is true for all Settlement Class Members, including Representative and Derivative Claimants. Registration for benefits will not begin until after Final Settlement Approval (see Question 37). If and when that occurs, further notice will be provided about the registration process and deadlines. **However, you may provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when that becomes available.** To receive any Settlement benefits, you must register on or before 180 days from the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com. Information about the registration deadline will also be available by calling **1-800-000-0000**.

27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?

Yes. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the date that further notice about the registration process and deadlines is posted on

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

www.NFLConcussionSettlement.com. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. This deadline may be extended to within four years of the Qualifying Diagnosis or the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com, whichever is later, if the Retired NFL Football Player or Representative Claimant can show substantial hardship beyond the Qualifying Diagnosis. Derivative Claimants must submit claims no later than 30 days after the Retired NFL Football Player through whom the close relationship is the basis for the claim (or the Representative Claimant of that retired player) receives a notice that he is entitled to a monetary award. All claims must be submitted by the end of the 65-year term of the Monetary Award Fund.

28. Can I re-apply for compensation if my claim is denied?

Yes. A Settlement Class Member who submits a claim for a monetary award that is denied can re-apply in the future should the Retired NFL Football Player's medical condition change.

29. Can I appeal the determination of my monetary award claim?

Yes. The Settlement establishes a process for a Settlement Class Member to appeal the denial of a monetary award claim or the amount of the monetary award.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive benefits from this Settlement, and you want to retain the right to sue the NFL Parties about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded – sometimes referred to as “opting out” of – the Settlement Class.

30. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your name, address, telephone number, and date of birth;
- A copy of your driver's license or other government issued identification;
- A statement that “I wish to exclude myself from the Settlement Class in *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323” (or substantially similar clear and unambiguous language); and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

You must mail your exclusion request, postmarked no later than **Month 00, 0000** [Date ordered by the Court], to:

NFL Concussion Settlement
P.O. Box 0000,
City, ST 00000

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the NFL Parties for all of the claims that this Settlement resolves. If you want to maintain your own lawsuit relating to the claims released by the Settlement, then you must exclude yourself by **Month 00, 0000**.

32. If I exclude myself, can I still get benefits from this Settlement?

No. **If you exclude yourself from the settlement you will not get any Settlement benefits.** You will not be eligible to receive a monetary award or participate in the Baseline Assessment Program.

THE LAWYERS REPRESENTING YOU

33. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Co-Lead Class Counsel,” “Class Counsel” and “Subclass Counsel” (*see* Question 6). They are listed at the end of this Notice with their contact information.

You will not be charged for contacting these lawyers. If you are represented by an attorney, you may contact your attorney to discuss the proposed Settlement. You do not have to hire your own attorney. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

34. How will the lawyers be paid?

At a later date to be determined by the Court, Co-Lead Class Counsel, Class Counsel and Subclass Counsel will ask the Court for an award of attorneys’ fees and reasonable costs. The NFL Parties have agreed not to oppose or object to the request for attorneys’ fees and reasonable incurred costs if the request does not exceed \$112.5 million. These fees and incurred costs will be paid separately by the NFL Parties and not from the Baseline Assessment Program Fund, Education Fund, or Monetary Award Fund. Settlement Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. Ultimately, the award of attorneys’ fees and reasonable costs to be paid by the NFL Parties is subject to the approval of the Court.

After Final Settlement Approval, Co-Lead Class Counsel may ask the Court to set aside up to five percent of each Monetary Award and Derivative Claimant Award to facilitate the Settlement program and related efforts of Co-Lead Class Counsel, Class Counsel and Subclass Counsel. If approved, this money would be held in a separate fund overseen by the Court. Any future request for a set-aside will describe: (1) the proposed amount; (2) how the money will be used; and (3) any other relevant information. This “set-aside” would come out of the claimant’s attorney’s fee if represented by individual counsel or, if not represented, out of the Monetary Award or Derivative Claimant Award itself. No money will be held back or set aside from any award without a Court order. The set-aside is a matter between Class Counsel and individual counsel for Settlement Class Members. The NFL Parties do not take a position on the proposal.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECTING TO THE SETTLEMENT

You may tell the Court that you do not agree with the Settlement or some part of it.

35. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you may object to the Settlement if you do not like some part of it. The Court will consider your views. To object to the Settlement, you or your attorney must submit your written objection to the Court. The objection must include the following:

- The name of the case and multi-district litigation, *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323;
- Your name, address, telephone number, and date of birth;
- The name of the Retired NFL Football Player through which you are a Representative Claimant or Derivative Claimant (if you are not a retired player);
- Written evidence establishing that you are a Settlement Class Member;
- A detailed statement of your objections, and the specific reasons for each such objection, including any facts or law you wish to bring to the Court's attention;
- Any other supporting papers, materials or briefs that you want the Court to consider in support of your objection; and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

The requirements to object to the Settlement are described in detail in the Settlement Agreement in section 14.3.

You must file your objection with the Court no later than **Month 00, 0000 [date ordered by the Court]**:

COURT
<p>Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797</p>

36. What is the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement or want it to say something different. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and you do

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

not want to receive any Settlement benefits. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will determine if you are allowed to speak if you request to do so (*see* Question 39).

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?

The Court will hold the Fairness Hearing at XX:00 x.m. on **Month 00, 0000**, at the United States District Court for the Eastern District of Pennsylvania, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.NFLConcussionSettlement.com or call **1-800-000-0000**. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may elect to listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Co-Lead Class Counsel, Class Counsel and Subclass Counsel (*see* Question 34) after the Fairness Hearing, which will be set at a later date by the Court.

38. Do I have to attend the hearing?

No. Co-Lead Class Counsel, Class Counsel and Subclass Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

39. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To make such a request, you must file a written notice stating that it is your wish to speak at the *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323 Fairness Hearing. Be sure to include your name, address, telephone number, and your signature. Your request to speak must be filed with the Court no later than **Month 00, 0000** at the address in Question 35.

GETTING MORE INFORMATION

40. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

35 for the address). You also may write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000 or call **1-800-000-0000**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE NFL PARTIES FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

IMPORTANT DATES AND CONTACT INFORMATION		
Exclusion “Opt Out” Deadline	Month 00, 2014	
Objection Deadline	Month 00, 2014	
Deadline to Request to Speak at the Fairness Hearing	Month 00, 2014	
Fairness Hearing	Month 00, 2014	
Start of Registration Period	The start of the registration process and related deadlines will be announced on www.NFLConcussionSettlement.com following Final Settlement Approval	
Registration Deadline	180 days after registration begins	
Submit a Claim	<ul style="list-style-type: none"> Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the announcement of the registration process. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. 	
Settlement Administrator	NFL Concussion Settlement P.O. Box 0000 City, ST 00000 Tel: 1-800-000-0000	
Court	Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797	
Class Counsel	Christopher A. Seeger Co-Lead Class Counsel SEEGER WEISS LLP 77 Water Street New York, NY 10005	Sol Weiss Co-Lead Class Counsel ANAPOL SCHWARTZ 1710 Spruce Street Philadelphia, PA 19103
	Steven C. Marks Class Counsel PODHURST ORSECK P.A. City National Bank Building 25 W. Flagler Street, Suite 800 Miami, FL 33130-1780	Gene Locks Class Counsel LOCKS LAW FIRM The Curtis Center, Suite 720 East 601 Walnut Street Philadelphia, PA 19106
	Arnold Levin Counsel - Subclass 1 LEVIN FISHBEIN SEDRAN & BERMAN 510 Walnut Street, Suite 500 Philadelphia, PA 19106	Dianne M. Nast, Counsel – Counsel - Subclass 2 NAST LAW LLC 1101 Market Street, Suite 2801 Philadelphia, Pennsylvania 19107

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Reminder: Provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when it becomes available.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Exhibit C

- DECLARATION OF KATHERINE KINSELLA
JA 1844

- b. *The Plain Language Tool Kit for Class Action Notice*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the October 25, 2002 issue of Class Action Litigation Report;
 - c. *Quantifying Notice Results in Class Actions – the Daubert/Kumho Mandate*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the July 27, 2001 issue of Class Action Litigation Report and the August 7, 2001 issue of The United States Law Week; and
 - d. *The Ten Commandments of Class Action Notice*, published in the September 24, 1997 issue of the Toxics Law Reporter.
8. I am also co-author of the following:
 - a. *International Class Action Notice*, published in 2012 in World Class Action: A Guide to Group and Representative Actions Around the Globe;
 - b. *Class Notice and Claims Administration*, published in 2010 in Private Enforcement of Antitrust Law in the United States: A Handbook and in 2012 in The International Handbook on Private Enforcement of Competition Law;
 - c. *REALITY CHECK: The State of New Media Options for Class Action Notice*, published in 2010 in A Practitioner's Guide to Class Actions, as well as the February 26, 2010 issue of the Class Action Litigation Report; and
 - d. *How Viable Is the Internet for Class Action Notice*, published in the March 25, 2005 issue of Class Action Litigation Report.
9. KM was retained to design and implement the Notice Plan in this litigation. I submit this declaration to describe the elements of the Notice Plan.

Proposed Notice Plan

10. A two-part notification plan was designed and includes:
 - a. Direct notice by first-class mail to all known Retired NFL Football Players and heirs of deceased retired players; and
 - b. Broad notice through the use of paid media including national consumer magazines, trade publications, television, radio, and Internet advertising.
11. Supplemental Notice will be prepared and implemented after the Settlement becomes effective to advise Settlement Class Members of registration and other deadlines, how to register for participation in the Settlement, how to participate in the BAP, and how to submit Claim Packages or Derivative Claim Packages.

Direct Mail Notice

12. The Settlement Class is made up of a number of discrete groups. In addition to the Retired NFL Football Players, there are legal representatives and family members. To determine the size and make-up of the Settlement Class, KM worked with proposed Claims Administrator, BrownGreer PLC (“BrownGreer”), to develop a comprehensive list of Settlement Class Members to whom direct notice can be mailed.
13. BrownGreer worked through a total of 33 datasets, which included some combination of living and deceased players’ names, dates of birth, dates of death, team names, years played, and the names, addresses, dates of birth, and dates of death of players’ beneficiaries. In order to build the most comprehensive list, BrownGreer:
 - a. Compiled all 33 datasets into one;
 - b. Removed duplicate records; and
 - c. Separated records of deceased NFL Football Players; and

- d. Deleted records that only had a name and no address information.

14. BrownGreer worked with LexisNexis in several steps to:

- a. Find the best-known addresses for each individual;
- b. Run through its death database to identify which individuals are deceased; and
- c. Run the dataset of deceased individuals through their first-degree relative database to identify known relatives and their best-known addresses. First-degree relatives include children, spouses, parents, and siblings;

15. BrownGreer worked with LexisNexis in November and December 2013 to perform the above searches. In June 2014, BrownGreer worked with LexisNexis to perform the same searches to identify any names or addresses LexisNexis added to their databases, any individuals who died, or any first-degree relatives identified in the intervening months.

16. BrownGreer will combine the list of living players and beneficiaries with the list of deceased players' relatives to form the notice mailing list. More detailed information about all of BrownGreer's efforts is included in the Notice Plan.

17. Direct Mail Notice will consist of mailing a cover letter and the Long-form Notice ("Notice") (attached as Exhibit 3 to the Notice Plan) to potential Settlement Class Members to inform them of their rights and how they may participate in the Class Action Settlement. This Direct Mail Notice will be distributed via first-class mail to:

- a. All readily identifiable Settlement Class Members, which includes Retired Football NFL Players and heirs of deceased retired players developed through the process previously outlined.
- b. Anyone who calls the toll-free information line, or writes or emails the Claims Administrator to request the Long-form Notice.

- d. A full-page, color ad (7" x 10") once in *Time* with an estimated circulation of 3,250,000.
23. The Summary Notice will appear in trade publications as follows:
- a. A full-page, color ad (7" x 10") in *Long-Term Living* with an estimated circulation of 50,080.
 - b. A full-page, color ad (7.25" x 10") in *McKnight's Long-Term Care News & Assisted Living* with an estimated circulation of 40,200.
 - c. A full-page, color ad (7" x 10") in *Provider* with an estimated circulation of 50,200.
 - d. A full-page, color ad (7" x 10") in *Senior Living Executive* with an estimated circulation of 21,808.
24. Thirty-second television commercials ("TV Spots"), which will prominently feature the toll-free number and the Settlement Website address, will appear for two to three weeks across a variety of national channels and programs. The TV spots will be aired across channels and programs targeting Adults 50+ and will run throughout the day in different program environments in order to reach the highest number of viewers. A combination of broadcast and cable networks will be chosen, including, but not limited to ABC, CBS, CNN, The Weather Channel, and Headline News.
25. Thirty-second radio commercials, which will prominently feature the toll-free number and the Settlement Website address, will run for two to three weeks on American Urban Radio Networks ("AURN"). AURN is the largest network reaching Urban America, and reaches an estimated 20 millions listeners each week. These radio networks provide additional coverage in markets across the U.S. that have significant African American

a. Banner advertisements measuring 728x90, 300x250, and 160x600 pixels on a rotating basis, on the following targeted websites:

- b. A variety of advertisements on the following networks:

- ## Advertising on NFL Properties

28. NFL Network viewers are primarily male, which may help reach Retired NFL Football Players and male heirs to whom direct mail notice is not possible. It is likely that given the importance of having a retired NFL player as part of the family, relatives of these

DECLARATION OF KATHERINE KINSELLA

individuals may be engaged in following NFL football and are potential viewers of the NFL programming.

29. The NFL has also agreed to provide notice on NFL.com. Notice on NFL.com will allow Settlement Class Members to click on a banner ad on that website and be directed to the Settlement Website or provide the address to Settlement Class Members textually. Banner advertisements (728x90 pixels and 300x250 pixels) will appear on pages throughout the site.
30. It is expected that some percentage of Retired NFL Football Players who cannot be reached through direct mail notice, as well as family members, will visit the NFL.com website.

Additional Outreach

31. In order to reach those people who may know Retired NFL Football Players, and ask them to pass along information about the Settlement, KM will undertake additional outreach as part of the Notice Plan. This will include:
- a. A mailing to the directors of approximately 60,000 nursing homes, assisted living facilities, and rehab facilities. The mailing will include a cover letter requesting their assistance in locating Retired NFL Football Players that are in their facilities, as well as a copy of the Summary Notice.
 - b. Reaching out to various NFL organizations to request they inform their members of the Settlement and assist in locating Retired NFL Football Players whose addresses are unknown. This includes outreach to individual team organizations, alumni groups, and the NFL Player Care Foundation.

Electronic Notice

32. A Settlement Website will be established to enable potential Settlement Class Members to get information on the Settlement.
33. In order to help search engine users locate the Settlement Website – both those specifically looking for it and those looking for related topics – KM will purchase sponsored links that could appear when searchers enter certain terms on Google and Bing search engines.

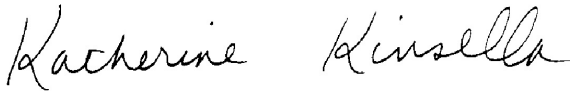
Content and Form of Notices

34. Rule 23(c)(2) of the Federal Rules of Civil Procedure requires class action notices to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Settlement Class Members.
35. The Summary Notice, attached as Exhibit 5 to the Notice Plan, is designed to get the reader’s attention. The Summary Notice concisely and clearly states, in plain easily understandable language, all required information. The Summary Notice refers readers to the availability of a Long-form Notice, which is available to those who call or visit the website.
36. The Notice will be available at the website or by calling the toll-free number. The Notice provides substantial information, including specific instructions Settlement Class Members need to follow to properly exercise their rights, and background on the issues in the case. It is designed to encourage readership and understanding, in a well-organized and reader-friendly format.

Conclusion

37. KM estimates that the Direct Mail Notice, in combination with the Paid Media Placements, will reach over 90% of Settlement Class Members. It is my opinion that the Notice Plan will provide the best notice practicable under the circumstances, and it is consistent with the standards employed by KM in notification plans designed to reach unidentified members of settlement groups or classes. The Notice Plan as designed is fully compliant with Rule 23 of the Federal Rules of Civil Procedure.

I declare under penalty of perjury that the foregoing is true and correct.



June 25, 2014

Katherine Kinsella

Date



NOTICE PLAN

In re: National Football League Players' Concussion Injury Litigation

No. 2:12-md-02323

United States District Court for the Eastern District of
Pennsylvania

TABLE OF CONTENTS

	PAGE
FIRM OVERVIEW	1
CASE BACKGROUND	
Class Definition	3
Situation Analysis	4
NOTICE PLAN OVERVIEW	
Plan Components	8
Direct Notice	9
Paid Media Program	10
Paid Media Placements Summary	11
PAID MEDIA PLACEMENTS	
Overview	13
Consumer Magazines	14
Trade Publications	16
Television	18
National Radio	19
Internet Advertising	20
EFFECTIVENESS OF NOTICE PLAN	22
NOTICE DESIGN	
Long-form Notice	24
Summary Notice	25
Radio and TV Spots	26
Website and Internet Ads	27
TOLL-FREE TELEPHONE SUPPORT	28
ADDITIONAL OUTREACH OPPORTUNITIES	29
EXHIBITS	
Exhibit 1 – Selected KM Cases	
Exhibit 2 – Judicial Comments	
Exhibit 3 – Long-form Notice	
Exhibit 4 – Envelope	
Exhibit 5 – Summary Notice	

FIRM OVERVIEW

Kinsella Media, LLC (“KM”) is a nationally recognized legal notification firm in Washington, D.C. specializing in the design and implementation of notification programs to reach unidentified putative class members primarily in consumer and antitrust class actions and claimants in bankruptcy and mass tort litigation.

KM has developed and directed some of the largest and most complex national notification programs, primarily in antitrust, bankruptcy, consumer fraud, mass tort, and product liability litigation. Specific cases have spanned a broad spectrum of issues, including asbestos, breast implants, home siding and roofing products, infant formula, pharmaceuticals, polybutylene plumbing, tobacco, and Holocaust claims. The firm has developed or consulted on over 700 notification programs and has placed over \$300 million in paid media notice. A selection of KM’s case experience and judicial comments about our notification programs are attached as Exhibits 1 and 2.

KM develops advertisements, press materials, websites, and other notice materials that bridge the gap between litigation complexities and the need for a clear and simple explanation of legal rights. The firm employs industry-recognized tools of media measurement to quantify the adequacy of the notice for the court, and ensures all notice materials are in “plain language” and are fully compliant with Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and comparable state guidelines.

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CASE BACKGROUND: **CLASS DEFINITION**

The Settlement Class consists of:

- All living NFL Football players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club (“Retired NFL Football Players”);
- Authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players (“Representative Claimants”); and
- Spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player (“Derivative Claimants”).

The Settlement Class includes the following Subclasses:

- Subclass 1, which shall consist of: “Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants”;¹ and,
- Subclass 2, which shall consist of: “Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE.”

¹ “Qualifying Diagnosis” or “Qualifying Diagnoses” means Level 1.5 Neurocognitive Impairment (early Dementia), Level 2 Neurocognitive Impairment (moderate Dementia), Alzheimer’s Disease, Parkinson’s Disease, ALS, and/or Death with CTE, as defined in Exhibit 1 (Injury Definitions) of the Settlement Agreement.

CASE BACKGROUND: SITUATION ANALYSIS

The Settlement Class is made up of a number of discrete groups. In addition to the Retired NFL Football Players, there are legal representatives and family members.

To determine the size and make-up of the Settlement Class, KM worked with proposed Claims Administrator, BrownGreer PLC ("BrownGreer"), to develop a comprehensive list of Settlement Class Members to whom direct notice could be provided.

The following work has been completed or is in process to build a comprehensive mailing list:

- BrownGreer received 31 datasets and created two more, for a total of 33 datasets, which included some combination of living and deceased players' names; dates of birth; dates of death; team names; years played; and the names, addresses, dates of birth, and dates of death of players' beneficiaries. None of the datasets provided the same data points.
 - The National Football League ("NFL") provided seven sets of player data and one set of player and beneficiary data.
 - KM provided BrownGreer with three sets of player data, one set of beneficiary data, and three sets of combined player and beneficiary data, compiled for use in *Dryer v. NFL*, Case No. 09-cv-02182-PAM-AJB (D.Minn.)
 - Consulting firm ARPC provided BrownGreer with a dataset of deceased players.
 - Various NFL teams provided datasets for living and deceased players and coaches.
 - BrownGreer programmed a web crawler to pull publicly available data from NFL.com, the official website of the NFL. A web crawler is a program designed to systematically search public websites and record information made available by those sites. It maintains a database of statistics for current and historical players, and BrownGreer pulled player names, dates of birth, and/or places of birth. Using this tool, BrownGreer pulled the full names and dates of birth for 27,267 players that the NFL lists as current and past players. This website does not provide mailing addresses for any players.
 - BrownGreer also programmed a web crawler to pull publicly available data from databasesports.com. Databasesports.com maintains an online database of statistics and other information for popular sports, including football. BrownGreer pulled player names, positions, dates of birth, and places of birth from that website. After comparing this dataset to one KM provided, BrownGreer determined the sets were identical and excluded the databasesports.com set from the master dataset.

- BrownGreer pulled a list purported to include all professional football players since 1920 from Pro-Football-Reference.com. This list included 23,204 names of players, their position(s) and years played, and a column indicating whether the player is deceased.
- BrownGreer compiled the datasets described in the preceding paragraphs into a master dataset that included approximately 230,105 names, many of which contained duplicative information.
- To identify and remove duplicate records from the dataset, BrownGreer designed 20 tests and database queries to run against the following fields: name, address, date of birth, and date of death.
 - Before running the tests, BrownGreer removed spaces and special characters from names and addresses. BrownGreer also standardized the abbreviations of directions, street suffixes, and other common address terms in all addresses.
- The first test identified all records that included only a name with no address information, date of birth, or date of death. BrownGreer removed these records from the dataset because LexisNexis, to whom BrownGreer will send the completed dataset, is unable to locate an address or other identifying information based on a name alone. LexisNexis provides addresses, dates of death, and known relative information based on their extensive sources, including the Social Security Death Index, the National Change of Address Database, national credit agencies and other databases.
- The other 19 tests compared names, addresses, dates of birth, and dates of death to identify duplicate records, retained the most complete record from among the duplicates, and extracted information one record was missing from a less complete, but otherwise duplicative record.
- After running the 20 tests, BrownGreer removed approximately 153,600 records from the dataset.
- The final dataset included approximately 76,500 living and deceased players and beneficiaries.
- BrownGreer then separated out the known deceased individuals and sent the dataset of the remaining individuals to LexisNexis.
- LexisNexis ran the dataset through their address database and provided BrownGreer with a list of best-known addresses for each individual.

- BrownGreer scrubbed the dataset by identifying and removing any duplicate records from the results and returned the dataset to LexisNexis.
- LexisNexis ran the dataset through their death database and identified which individuals are deceased in addition to the previously identified individuals as deceased.
- BrownGreer combined the list of individuals LexisNexis identified as deceased to the list of known deceased individuals and returned this dataset to LexisNexis.
- LexisNexis will run the dataset of deceased individuals through their first-degree relative database to identify known relatives and their best-known addresses. First-degree relatives include children, spouses, parents, and siblings.
- BrownGreer will combine the list of living players and beneficiaries with the list of deceased players' relatives to form the notice mailing list.

Because direct notice in this case will not reach all potential Settlement Class Members, a paid media notice program targeted to unidentified Settlement Class Members and other third parties is necessary. The various groups we are trying to reach – unidentified Retired NFL Football Players, spouses, family members, legal representatives, heirs, and caregivers – have different ethnic, age, and gender differences. They, therefore, consume different media based on their demographics. The Notice Plan that follows takes into consideration different media consumption habits as well as the need to reach out to third parties to assist with finding unidentified Retired NFL Football Players.

NOTICE PLAN OVERVIEW

NOTICE PLAN OVERVIEW: **PLAN COMPONENTS**

This Notice Plan outlines procedures to provide notice of the Settlement of *In re: National Football League Players' Concussion Injury Litigation* as a class action, consistent with the requirements set forth in Rule 23 of the Federal Rules of Civil Procedure.

Based on information provided by Co-Lead Class Counsel, and the results of research on the Settlement Class, KM recommends the following Notice Plan.

- **DIRECT NOTICE:** The Long-form Notice (Exhibit 3) will be:
 - Sent via first-class mail to all individuals:
 - Whose names and addresses are readily identifiable; and
 - Who request a copy via the toll-free information line or Settlement Website detailed in the Publication Notice.
 - Available on the informational website as a PDF file.
- **PAID MEDIA-BASED NOTICE:** After careful research of the demographics of Settlement Class Members, KM recommends broad paid media notice comprised of print, broadcast, and Internet vehicles that will reach those Settlement Class Members, including:
 - National consumer magazines and trade publications;
 - National television/radio spots;
 - NFL Network television;
 - NFL.com Internet advertising; and
 - Internet banner ads on additional networks and hundreds of targeted websites.

To complement the Notice Plan and to ensure Settlement Class Members' easy access to updated information, KM recommends a dedicated informational website and Internet search engine sponsorships through keyword/phrase searches to facilitate Settlement Class Members' access to the site.

SUPPLEMENTAL NOTICE: Supplemental Notice will be prepared and implemented after the Settlement becomes effective to advise Settlement Class Members of registration and other deadlines, how to register for participation in the Settlement, how to participate in the BAP, and how to submit Claim Packages or Derivative Claim Packages.

NOTICE PLAN OVERVIEW: **DIRECT NOTICE**

Direct mail notice will consist of mailing the Long-form Notice in a large 9" x 12" envelope to identifiable Settlement Class Members, informing them of their legal rights and how they may participate in the Class Action Settlement. Attached as Exhibit 4 is a depiction of the envelope in which the Long-form Notice will be mailed.

The Long-form Notice will be sent to:

- All readily identifiable Settlement Class Members, which includes Retired NFL Football Players and heirs of deceased retired players developed through the process previously outlined. It is anticipated that the final list will include over 30,000 recipients.
- Anyone who calls the toll-free information line, or writes or emails the Claims Administrator to request the Long-form Notice. The toll-free information line and informational website address will appear prominently in the Publication Notice. Settlement Class Members may also download the Long-form Notice in PDF format from the informational website.

NOTICE PLAN OVERVIEW:
PAID MEDIA PROGRAM

Direct notice will be provided to all identifiable Settlement Class Members. Paid media will be used to reach unidentifiable Settlement Class Members as it is guaranteed to appear and allows for control of the content, timing, and positioning of the message. Newspapers, consumer magazines, television, radio, and the Internet, among other sources, offer paid media opportunities.

KM researched the most appropriate media vehicles that would meet the requirements of due process in reaching unidentifiable Settlement Class Members. KM reviewed available consumer magazines, trade publications, and Internet advertising sites, and determined that the media discussed below will provide an efficient plan for reaching potential Settlement Class Members.

NOTICE PLAN OVERVIEW: **PAID MEDIA PLACEMENTS SUMMARY**

The following list provides a brief summary of KM's recommended media placements in this case.

PRINT PUBLICATIONS

Consumer Magazines

- *Ebony*
- *People*
- *Sports Illustrated*
- *Time*

Trade Publications

- *Long-Term Living*
- *McKnight's Long-Term Care News & Assisted Living*
- *Provider*
- *Senior Living Executive*

BROADCAST

Television

- Network Television and Cable
 - May include:
 - ABC
 - CBS
 - CNN
 - Headline News
 - The Weather Channel
- NFL Network

Radio

- American Urban Radio Networks

ONLINE MEDIA

Internet Banner Ads

- NFL.com
- CNN.com
- Facebook.com
- Weather.com
- Microsoft Media Network
- Specific Media
- Yahoo!

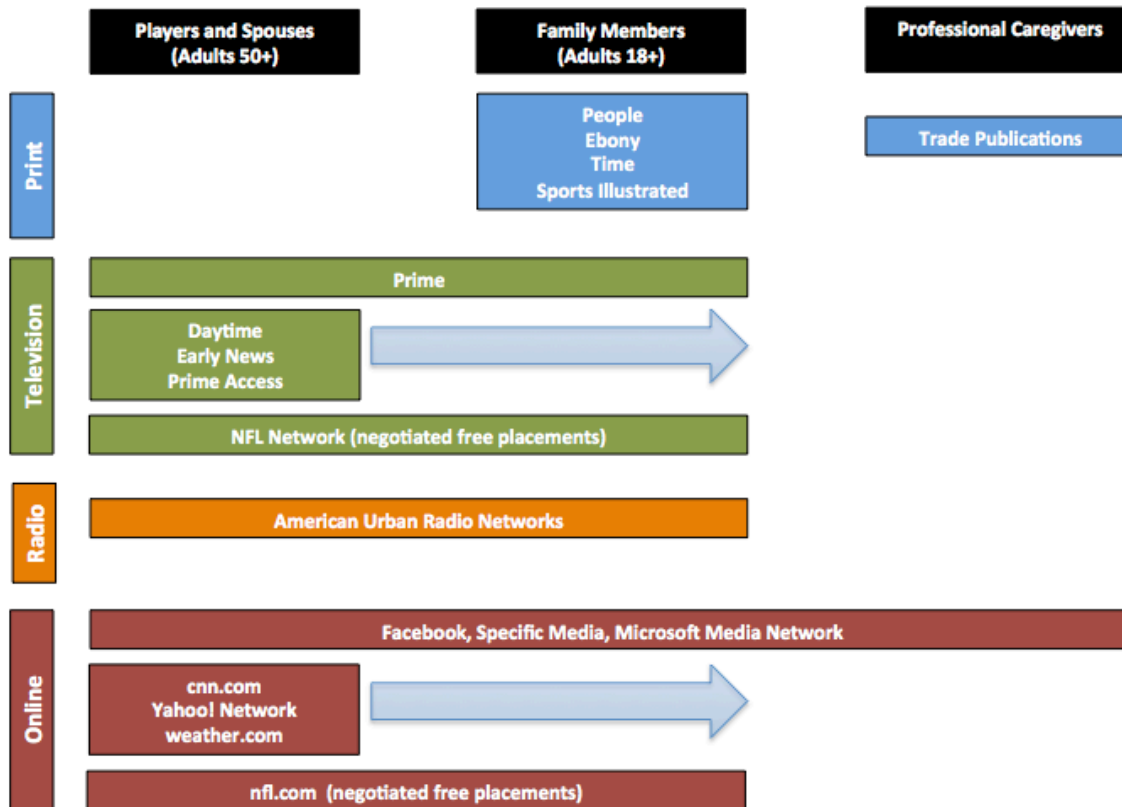
Keyword Search

- Google (includes Google, AOL, and Ask.com)
- Bing (Includes Bing/MSN and Yahoo!)

PAID MEDIA PLACEMENTS

PAID MEDIA PLACEMENTS: OVERVIEW

The paid media placements have been chosen to reach Retired NFL Football Players, spouses, family members, legal representatives, heirs, and caregivers. As outlined below, some of the media will reach multiple groups providing greater opportunities for exposure to the message about the Settlement.



PAID MEDIA PLACEMENTS: **CONSUMER MAGAZINES**

Most adults read one or more magazines during an average month and nearly three out of five adults read or look at a magazine daily. Heavy readers read 16 or more magazines per month. Weekly magazines quickly accumulate readership and provide timely and efficient notice to readers.

KM recommends the following consumer magazine placements:

TIME

- A full-page, color ad (7" x 10") in *Time* with an estimated circulation of 3,250,000.
- *Time* is a weekly news magazine covering national and international people, places, and events.
- Over 50% of *Time* readers are adults 50 years of age and older ("Adults 50+").

EBONY

- A full-page, color ad in *Ebony* with an estimated circulation of 1,280,350.
- *Ebony* is a black-oriented, general, picture magazine dealing primarily with contemporary topics. Features deal with education, history, politics, literature and arts, business, personalities, civil rights, sports entertainment, music, and social events.
- 29% of African-American adults 18 years of age and older ("African American Adults 18+") read an average issue of *Ebony*.
- An average issue of *Ebony* magazine has 7 readers per copy.

People MAGAZINE

- A full-page, color ad (7" x 10") twice in *People* with an estimated circulation of 3,475,000.
- *People* is a weekly publication covering contemporary personalities in entertainment, politics, business, and other current events.

- *People* is the highest-ranking weekly magazine in coverage of adults 18 years of age and older (“Adults 18+”).
- An average issue of *People* has 11.87 readers per copy.



- A full-page, color ad (7” x 10”) in *Sports Illustrated* with an estimated circulation of 3,000,000.
- *Sports Illustrated* is a weekly magazine covering sporting events and personalities through in-depth articles and stories.
- Over 35% of *Sports Illustrated*'s readers are Adults 50+.
- Men 50 years of age and older (“Men 50+”) are 36% more likely than the average adult to read *Sports Illustrated*.

PAID MEDIA PLACEMENTS: TRADE PUBLICATIONS

An important component of the Notice Plan is advertising in trade publications that are read by individuals who run or work at facilities where Retired NFL Football Players may now live.

KM recommends the following trade publication placements:



- A full-page ad (7" x 10") in *Long-Term Living* with an estimated circulation of 50,080.
- *Long-Term Living* is published nine times per year and provides practical, in-depth, business-building, and patient/resident care information. Its readers are owners, administrators, and directors of nursing at skilled nursing care and assisted living facilities; continuing care retirement centers; post-acute care facilities; and independent living communities.



- A full-page ad (7.25" x 10") in *McKnight's Long-Term Care News & Assisted Living* with an estimated circulation of 40,200.
- *McKnight's Long-Term Care News & Assisted Living* is published monthly. Editorial content provides reports on the events that affect the way care is delivered across the entire long-term care spectrum, ranging from the lower acuity assisted living setting, to the high acuity skilled nursing setting.

Provider

- A full-page ad (7" x 10") in *Provider* with an estimated circulation of 50,200.
- *Provider* is published monthly and is targeted to administrators, owners, multi-facility CEOs, medical directors, directors of nursing, certified nurse assistants, MD/DD staff and other key long-term staff specialists in facilities throughout the United States. *Provider's* editorial focuses on key areas of industry concern, including: legislative and regulatory policy initiatives, business development and management, facility administration, nursing, marketing and consumer relations, resident care, financing and reimbursement, legal issues, and products and services.



- A full-page ad (7" x 10") in *Senior Living Executive* with an estimated circulation of 21,808.
- *Senior Living Executive* is published six times per year and is the official publication of the Assisted Living Federation of America. The magazine reaches mid- to large-size owners and operators of professionally managed assisted living communities. Written to top-level executives, the magazine offers solutions and strategies aimed at helping readers improve their companies' operational excellence including merger/acquisition pointers, performance management strategies, systems and infrastructure enhancements and services to residents.

PAID MEDIA PLACEMENTS: **TELEVISION**

Television has the ability to reach a wide number of target audience members with an immediate and accessible message. The combination of audio and visual message delivery increases the message impact. Viewers can quickly ascertain if the message is important and if so, decide to respond.

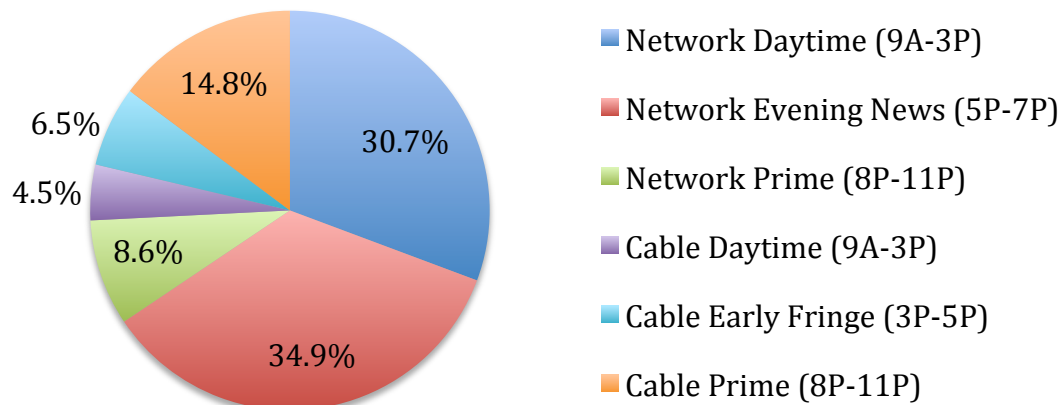
For this notice, there will be two television components:

- First, the NFL has agreed to make the NFL Network available for television advertisements. Notice will be aired throughout the day in different program environments to reach the highest number of viewers over a period of three weeks.
- Second, television advertisements will be aired across channels and programs targeting Adults 50+. The Notice Plan calls for notice to be aired throughout the day in different program environments to reach the highest number of viewers. A combination of broadcast and cable networks will be chosen, including, but not limited to, ABC, CBS, CNN, Headline News, and The Weather Channel.

Delivery Estimates:

- KM is requesting that the NFL deliver an estimated 10 Gross Rating Points (“GRPs²”) against Men 18 years of age and older (“Men 18+”) by airing 30-second commercials across all programming/dayparts³ on the NFL Network.
- An estimated 82 television and cable Gross Rating Points (“GRPs”) over a total of two weeks generating 84,976,600 gross impressions⁴ against Adults 50+.

The television schedule will be allocated as follows:



² Gross Rating Points (GRPs) represent the sum of all ratings delivered by the media vehicles in a schedule. A rating is the percentage of households or persons in the target audience who have been exposed to the media vehicles in the schedule. One GRP equals 1% of a given target population.

³ Dayparts are time segments into which the broadcast day is divided. In television, the dayparts are usually daytime (morning and afternoon), early fringe, prime time and late fringe. Other designations can be used such as early news or late news.

⁴ Gross Impressions are the duplicated sum of audiences of all media vehicles containing the notice.

PAID MEDIA PLACEMENTS: **NATIONAL RADIO**

National radio is bought in the form of network programming. This programming can be tailored for a specific age group of people based on the typical listeners to a network. For this Notice Plan, network radio will be purchased primarily to reach African American Settlement Class Members, as well as Retired NFL Football Players. Radio usage is especially high among African Americans as compared to the general population, as is television usage.⁵

The Radio Spot for this plan will be designed to appeal specifically to Settlement Class Members. Each 30-second spot will heavily promote the Settlement Website address for Settlement Class Members to obtain more information and register for benefits after the Settlement becomes effective. The Radio Spot will alert Settlement Class Members to the nature of the litigation.

KM recommends placing the Radio Spot on:

AMERICAN URBAN RADIO NETWORKS

- American Urban Radio Networks ("AURN") is the largest network reaching urban America. AURN reaches an estimated 20 million listeners each week. Networks include programming such as: "Russ Par Weekend Show," "Bobby Jones Gospel Countdown," "The Bev Smith Show," and "Dr. Ian Smith," among others. These radio networks provide additional coverage in markets across the U.S. that have significant African American populations.

⁵ Target Market News, *Media Audit study shows African Americans more engaged with media*, available at <http://www.targetmarketnews.com/storyid07260702.htm>.

PAID MEDIA PLACEMENTS: **INTERNET ADVERTISING**

Like the television portion of the Notice Plan, there are two components to the Internet portion of the Notice Plan. First, the NFL has agreed to provide Internet advertising on NFL.com. Second, KM recommends Internet on additional networks and targeted sites to reach potential Settlement Class Members. Internet advertising will provide potential Settlement Class Members with additional national notice opportunities beyond the broad-reaching print, radio, and television program. Internet advertising delivers an immediate message and allows the viewer of an advertisement to instantly click through to a website for further information.

Delivery of Internet impressions to specific sites and categories within sites are subject to availability at the time KM purchases the media.

WEBSITE ADVERTISING

KM recommends placing ads on the following targeted websites:

- CNN.com
- Weather.com
- Facebook.com
- NFL.com

KM recommends placing Internet advertising on the following networks for approximately 30 days:



- Microsoft Media Network is a premium ad network of top-ranked commercial sites.



- Specific Media is a leading portfolio of websites attracting large and engaged audiences on the web.



- Yahoo! is a leading Internet brand and a global online network of integrated services providing users with entertainment and other quality content.

KEYWORD SEARCH ADS

Search engines are among the Internet's most frequently used sites. In order to help search engine users locate the informational website about this case – both those specifically looking for it and those looking for related topics – KM will purchase sponsored links that may appear when searchers enter certain terms.

Keyword search ads will appear on Google (includes Google, AOL, and Ask.com) and Bing (includes Bing/MSN and Yahoo!) search engines. KM will contract with Google AdWords to place Google ads, and with Microsoft Ad Center to place Bing ads. Possible keyword/phrase searches could include:

- NFL Concussion Class Action
- NFL Concussion Settlement
- NFL Concussion Lawsuit
- NFL Brain Injury

After KM contracts with the search engines for sponsored links of the selected keywords/phrases, a user entering an applicable keyword/phrase may see an ad similar to the sample ad below either in the section above non-sponsored results or in the right-hand column under the Sponsored Sites/Results section:

NFL Concussion Settlement
Settlement of lawsuit
benefits retired players & families
<http://www.NFLConcussionSettlement.com>

EFFECTIVENESS OF NOTICE PLAN

The paid media program outlined in this Plan provides Settlement Class Members with multiple exposure opportunities to media vehicles carrying the Notice.

In addition to the paid media, Direct Notice to known Settlement Class Members will increase opportunities to reach the Settlement Class. Also, given the prominence of the NFL and the issues resolved by this Settlement, KM believes that extensive media coverage will result when the Settlement Agreement is filed and made public. This coverage is expected to further increase the reach of the Plan by making unknown Settlement Class Members aware of the Settlement, providing an option to contact the Claims Administrator for more information.

- KM estimates that the Direct Notice, in combination with the paid media placements, will reach over 90% of Settlement Class Members.

In re: National Football League Players' Concussion Injury Litigation

NOTICE DESIGN

NOTICE DESIGN:
SUMMARY NOTICE

Rule 23(c)(2) of the Federal Rules of Civil Procedure requires notices in 23(b)(3) class actions to be written in “plain, easily understood language.” KM applies the plain language requirement in drafting all notices in federal and state class actions. The firm maintains a strong commitment to adhering to the plain language requirement, while drawing on its experience and expertise to draft notices that effectively convey the necessary information to Settlement Class Members.

The plain language Summary Notice (Exhibit 5) is designed to alert Settlement Class Members to the litigation by using a bold headline. This headline will enable Settlement Class Members to quickly determine if they are potentially affected by the litigation. Plain language text provides important information regarding the subject of the litigation, the Settlement Class definition and the legal rights available to Settlement Class Members. The Summary Notice will include all the substantive information required by Rule 23.

Each advertisement will prominently feature a toll-free number and website for Settlement Class Members to obtain the Long-form Notice and other information.

NOTICE DESIGN:
RADIO AND TV SPOTS

The Radio and Television Spots will be designed to appeal to Settlement Class Members and attract their attention. The audio of the Radio Spot and the visuals of the TV Spot will quickly alert listeners and viewers to the subject matter of the Settlement and help them determine whether they may be potential Settlement Class Members. Both Spots will prominently feature the address of the Settlement Website and toll-free telephone number where Settlement Class Members can obtain more information and register for benefits after the Settlement becomes effective. Both the Radio Spot and the Television Spot will run for 30 seconds.

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ADDITIONAL OUTREACH OPPORTUNITIES

One important component of the Notice Plan is reaching people who may know Retired NFL Football Players, and asking them to pass along information about the Settlement to those retired players. This may include friends, family members, and potential caregivers of Retired NFL Football Players. KM recommends the following outreach:

- **DIRECT MAILING TO REST HOMES/NURSING FACILITIES:** KM will mail a notice to the directors of approximately 60,000 nursing homes, assisted living facilities, rehab facilities. The mailing will include a cover letter and summary notice requesting their assistance in locating Retired NFL Football Players that are in their facilities.
- **OUTREACH TO NFL ORGANIZATIONS:** KM will reach out to various NFL organizations to request that they inform their members of the Settlement and assist in locating Retired NFL Football Players whose addresses are unknown. This includes outreach to individual team organizations, alumni groups, and the NFL Player Care Foundation.

Exhibit C-1



Kinsella Media, LLC

Relevant Case Experience

Antitrust

Big Valley Milling, Inc. v. Archer Daniels Midland Co., No. 65-C2-96-000215 (Minn. Dist. Ct. Renville County) (lysine).

Carlson v. Abbott Laboratories, No. 94-CV-002608 (Wis. Cir. Ct. Milwaukee County) (infant formula).

Comes v. Microsoft Corp., No. CL8231 (Iowa Dist. Ct. Polk County)

Connecticut v. Mylan Laboratories, Inc., No. 99-276, MDL No. 1290 (D.D.C.) (pharmaceutical).

Conroy v. 3M Corp., No. C-00-2810 CW (N.D. Cal.) (invisible tape).

Copper Antitrust Litigation, MDL 1303 (W.D. Wis.) (physical copper).

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County) (software).

D.C. 37 Health & Security Plan v. Medi-Span, No. 07-cv-10988 (D.Mass.); *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, No. 1:05-CV-11148 (D. Mass.) (pharmaceutical).

Ferrell v. Wyeth-Ayerst Laboratories, Ltd., No. C-1-01-447 (S.D. Ohio)

Giral v. Hoffman-LaRoche Ltd., C.A. No. 98 CA 7467 (W. Va. Cir. Ct., Kanawha County) (vitamins).

In re Buspirone Antitrust Litigation, MDL No. 1413 (S.D.N.Y.) (pharmaceutical).

In re Cardizem Antitrust Litigation, 200 F.R.D. 326 (E.D. Mich.) (pharmaceutical).

In re Compact Disc Minimum Price Antitrust Litigation, MDL No. 1361 (D. Me.) (compact discs).

In re Insurance Brokerage Antitrust Litig., MDL No. 1663 Civil No. 04-5184 (FSH) (D.N.J.) (insurance).

In re International Air Transportation Surcharge Antitrust Litigation, No. M 06-1793, MDL No. 1793 (N.D. Cal.) (airline fuel surcharges).

In re Monosodium Glutamate Antitrust Litig., D-0202-CV-0200306168, D-202-CV-200306168 (N.M. Dist. Ct., Bernalillo County) (MSG).

In re Motorsports Merchandise Antitrust Litigation, No. 1:97-CV-2314-TWT (N.D. Ga.) (merchandise).

In re Nasdaq Market-Makers Antitrust Litigation, MDL No. 1023 (S.D.N.Y.) (securities).

In re Pharmaceutical Industry Average Wholesale Price Litigation, No. CA:01-CV-12257, MDL No. 1456 (D. Mass.) (pharmaceutical).

In re Toys “R” Us Antitrust Litigation, No. CV-97-5750, MDL No. 1211, (E.D.N.Y.) (toys and other products).

In re Western States Wholesale Natural Gas Antitrust Litigation, No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

Kelley Supply, Inc. v. Eastman Chemical Co., No. 99CV001528 (Wis. Cir. Ct., Dane County) (Sorbates).

Ohio vs. Bristol-Myers Squibb, Co., No. 1:02-cv-01080 (D.D.C.) (pharmaceutical).

Raz v. Archer Daniels Midland Co., Inc., No. 96-CV-009729 (Wis. Cir. Ct. Milwaukee County) (citric acid).

Consumer and Product Liability

Azizian v. Federated Department Stores, Inc., No. 4:03 CV-03359 (N.D. Cal.) (cosmetics).

Baird v. Thomson Consumer Elecs., No. 00-L-000761 (Ill. Cir. Ct., Madison County) (television).

Bonilla v. Trebol Motors Corp., No. 92-1795 (D.P.R.) (automobiles).

Burch v. American Home Products Corp., No. 97-C-204 (1-11) (W. Va. Cir. Ct., Brooke County) (Fen Phen).

Cosby v. Masonite Corp., No. CV-97-3408 (Ala. Cir. Ct. Mobile County) (siding product); *Quin v. Masonite Corp.*, No. CV-97-3313 (Ala. Cir. Ct. Mobile County) (roofing product).

Cox v. Shell Oil Co., No. 18,844 (Tenn. Ch. Ct. Obion County) (polybutylene pipe).



Daniel v. AON Corp., No. 99 CH 11893 (Ill. Cir. Ct. Cook County) (insurance).

Fettke v. McDonald's Corp., No. 044109 (Cal. Super Ct. Marin County) (trans fatty acids).

Florida v. Nine West Group, Inc., No. 00 CIV 1707 (S.D.N.Y.) (shoes).

Foothill/De Anza Community College Dist. v. Northwest Pipe Co., No. 00-20749-JF(N.D. Cal.) (fire sprinklers).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

Garza v. Sporting Goods Properties, Inc., No. SA 93-CA-1082 (W.D. Tex.) (gun ammunition).

Government Employees Hospital Association v. Serono International, No. 5-11935 (D. Mass.), and *Francis v. Serono Laboratories, Inc.*, No. 6-10613 (D. Mass.).

Hoorman v. GlaxoSmithKline, No. 04-L-715 (Ill. Cir. Ct., Madison Cty.) (Paxil pharmaceutical).

In re Louisiana Pacific Corp. Inner Seal OSB Trade Practices Litigation, MDL No. 1114 (N.D. Cal.) (oriented strand board).

In re Tri-State Crematory Litig, MDL 1467 (N.D. Ga.) (improper burial).

Lebrilla v. Farmers Group Inc., No. 00-CC-07185 (Cal. Super. Ct., Orange County) (auto insurance).

Lovelis v. Titflex, No. 04-211 (Ak. Cir. Ct., Clark County) (gas transmission pipe).

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County) (hardboard siding product).

Peterson v. BASF Corp., No. C2-97-295 (D. Minn.) (herbicide).

Posey v. Dryvit Sys., Inc. No. 17,715-IV (Tenn. Cir. Ct., Jefferson County) (EIFS stucco).

Reiff v. Epson America, Inc. and Latham v. Epson Am., Inc., J.C.C.P. No. 4347 (Cal. Super. Ct., L.A. County) (ink jet printers).

Richison v. Weyerhaeuser Company Limited, No. 05532 (Cal. Super. Ct. San Joaquin County) (roofing product).

Ruff v. Parex, Inc., No. 96-CvS 0059 (N.C. Super. Ct. Hanover County) (synthetic stucco product).



Shah v. Re-Con Building Products, Inc., No. C99-02919 (Cal. Super. Ct. Contra Costa County) (roofing product).

Shields vs. Bridgestone/Firestone, Inc., Bridgestone Corp., No. E-167.637 (D. Tex.) (tires).

Smith v. Behr Process Corp., No. 98-2-00635 (Wash. Super. Ct., Gray Harbor County) (stain product).

Weiner v. Cal-Shake, Inc., J.C.C.P. No. 4208 (Cal. Super. Ct., Contra Costa County) (roofing product).

Wholesale Elec. Antitrust Cases I & II, J.C.C.P. Nos. 4204 & 4205 (Cal. Super. Ct., San Diego County) (energy).

Woosley v. State of California, No. CA 000499 (Cal. Super. Ct., Los Angeles County) (automobiles).

Mass Tort

Ahearn v. Fibreboard Corp., No. 6:93cv526 (E.D. Tex); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex) (asbestos injury).

Backstrom v. The Methodist Hospital, No. H.-94-1877 (S.D. Tex.) (TMJ injury).

Engle v. RJ Reynolds Tobacco Co., No. 94-08273 (Fla. Cir. Ct. Dade County) (tobacco injury).

Georgine v. Amchem, Inc., No. 93-CV-0215 (E.D. Pa.) (asbestos injury).

Bankruptcies

In re Armstrong World Industries, Inc., No. 00-4471 (Bankr. D. Del.).

In re Dow Corning, No. 95-20512 (Bankr. E.D. Mich.) (breast implants).

In re Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y.) (asbestos).

In re Kaiser Aluminum Corp., No. 02-10429 (JFK) (D. Del.).

In re Owens Corning, No. 00-03837 (Bankr. D. Del.).

In re Raytech Corp., No. 5-89-00293 (Bankr. D. Conn.) (asbestos).

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (asbestos).



In re U.S. Brass Corp., No.94-40823S (Bankr. E.D. Tex.) (polybutylene).

In re USG Corp., Nos. 01-2094 - 01-2104 (Bankr. D. Del.).

In re W.R. Grace & Co., No. 01-01139 (Bankr. D. Del.).

Insurance

McNeil v. American General Life and Accident Insurance Co., No. 8-99-1157 (M.D. Tenn.) (insurance).

Nealy v. Woodmen of the World Life Insurance Co., No. 3:93 CV-536 (S.D. Miss.) (insurance).

Holocaust Victims Reparations

In re Holocaust Victim Assets Litigation, Nos. CV 96-4849, CV-5161 and CV 97-461 (E.D.N.Y.) (Holocaust).

The International Commission on Holocaust Era Insurance Claims Outreach

Pension Benefits

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.); *Page v. Pension Benefit Guarantee Corp.*, No. 89-2997 (D.D.C.).

Forbush v. J. C. Penney Co., Inc., Nos. 3:90-2719 and 3:92-0109 (N.D. Tex.).

International

Ahearn v. Fiberboard Corporation, No. 6:93cv526 (E.D. Tex) and *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.) (asbestos injury) (1993).

Galanti v. The Goodyear Tire & Rubber Company, No. 03-209 (D.N.J.) (radiant heating) (2002).

In re Holocaust Victims Assets Litigation, No. CV 96-4849 (ERK) (MDG) (Consolidated with CV-5161 and CV 97461) (E.D.N.Y.) (2003).

In re Owens Corning, Chapter 11, No. 00-03837 (MFW) (Bankr. D. Del.) (2006).

In re The Celotex Corporation, Chapter 11, Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.) (1996).



In re USG Corporation, Chapter 11, Nos. 01-2094 (RJN) through 01-2104(RJN) (Bankr. D. Del.) (2006).

In re W.R. Grace & Co., Chapter 11, No. 01-01139 (Bankr. D. Del.) (bankruptcy) (2001).

In re Western Union Money Transfer Litigation, No. 01 0335 (CPS) (VVP) (E.D.N.Y.) (wire transactions) (2004).

International Committee on Holocaust Era Insurance Claims (1999).

Product Recall

Central Sprinkler Voluntary Omega Sprinkler Replacement Program

Hart v. Central Sprinkler Corp., No. BC17627 (Cal. Super. Ct. Los Angeles County) & *County of Santa Clara v. Central Sprinkler Corp.*, No. CV 17710119 (Cal. Super. Ct. Santa Clara County)

Telecom

Bidner, et al. v. LCI International Telecom Corp d/b/a Qwest Communications.

Community Health Association v. Lucent Technologies, Inc., No. 99-C-237, (W.Va. Cir. Ct., Kanawha County).

Cundiff et al. v. Verizon California, Inc., No. 237806 (Cal. Super Ct., Los Angeles County).

Kushner v. AT&T Corporation, No. GIC 795315 (Cal. Super. Ct., San Diego County).

Rish Enterprise v. Verizon New Jersey, No. MID-L-8946-02 (N.J. Super. Ct.).

Sonnier, et. al. v. Radiofone, Inc., No. 44-844, (L.A. Jud. Dist. Ct., Plaquemine Parish County).

State of Louisiana v. Sprint Communications Company L.P., No. 26,334 (Jud. Dis. Ct., Parish of West Baton Rouge) and *State of Louisiana v. WilTel, Inc.*, No. 26,304 (Jud. Dis. Ct., Parish of West Baton Rouge).

Other

Cobell v. Salazar, No. 96-01285 (D.D.C.) (Individual Indian Money accounts).

Dryer v. National Football League, No. 9-02182 (D. Minn.) (publicity rights).



In re Black Farmers Discrimination Litigation, No. 08-511 (D.D.C.) (African American farm loans).

Keepseagle v. Vilsack, No. 99-03119 (D.D.C.) (Native American farm loans).



Exhibit C-2



Kinsella Media, LLC

Judicial Comments

Ahearn v. Fibreboard Corp., No. 6:93 cv526 (E.D. Tex.); *Continental Casualty Co. v. Rudd*, No. 6:94cv458 (E.D. Tex.).

In approving the notice plan for implementation in the Ahearn and Rudd class actions in 1994, Judge Parker stated, "I have reviewed the plan of dissemination, and I have compared them to my knowledge at least of similar cases, the notices that Judge Weinstein has worked with [Agent Orange] and Judge Pointer [Silicon Gel Breast Implants], and it appears to be clearly superior." - Chief Judge Robert M. Parker (1994)

Azizian v. Federated Department Stores, Inc., No. 3:03 CV-03359 (N.D. Cal.).

"The notice was reasonable and the best notice practicable under the circumstances; was due, adequate and sufficient notice to all class members; and complied fully with the laws of the United States and of the Federal Rules for Civil Procedure, due process and any other applicable rules of court." - Hon. Sandra Brown Armstrong (2004)

Cobell v. Salazar, No. 1:96CV01285 (D.D.C.)

"I have never seen, and I handled the largest price-fixing case in the history of the United States, the In re: Vitamins case, notice to the extent sent out in this case, I allowed them to provide notice in every possible way, including personally going out and visiting all of the affected tribal areas. It is just not a letter from Washington. It is a tremendous effort that was undergone, both by the plaintiffs principally and some by the government, to not only give notice but to explain what happened There is just no question that this was covered in all of the local papers constantly. It was covered in all of the local advertising outlets. It was hard to miss. As a side note, I go to Montana two or three times a year, and you could not miss...."

"I have already found that there is extensive and extraordinary notice here. We even had a notice expert retained in how to do it properly." - Hon. Thomas F. Hogan (June 2011)

"Notice met and in many cases exceeded the requirements of F.R.C.P. 23(c)(2) for classes certified under F.R.C.P. 23(b)(1), (b)(2) and (b)(3). The best notice practicable has been provided class members, including individual notice where members could be identified through reasonable effort. The contents of that notice are stated in plain, easily understood language and satisfy all requirements of F.R.C.P. 23(c)(2)(B)." - Hon. Thomas F. Hogan (July 2011)

Collins v. Pension Benefit Guarantee Corp., No. 88-3406 (D.D.C.).

"The notice provided was the best notice practicable under the circumstances. Indeed, the record shows that the notice given was consistent with the highest standards of compliance with Rule 23(e)." (1996)

Cox v. Microsoft Corp., No. 105193/00 (N.Y. Sup. Ct. N.Y. County).

“The court finds that the combination of individual mailing, e-mail, website and publication notice in this action is the most effective and best notice practicable under all the circumstances, constitutes due, adequate and reasonable notice to all Class members and otherwise satisfies the requirements of CPLR 904, 908 and other applicable rules. The Settlement meets the due process requirement for class actions by providing Class members an opportunity either to be heard and participate in the litigation or to remove themselves from the Class.” - Hon. Karla Moskowitz (2006)

Cox v. Shell Oil Co., No. 95-CV-2 (Tenn. Ch. Ct. Obion County)

In the order approving the settlement of the polybutylene pipe class action, Judge Maloan stated, “The Court finds the notice program is excellent. As specified in the findings below, the evidence supports the conclusion that the notice program is one of the most comprehensive class notice campaigns ever undertaken.” (1995)

Dick v. Sprint, No. 12-cv-00443 (W.D. Ky.)

“In sum, the notice in the case at bar is adequate under Fed. R. Civ. P. 23 and the standards of due process. It was directed in reasonable manner to all prospective class members who would be bound by the Settlement Agreement. Moreover, it fairly apprised the prospective class members of the terms of the proposed Settlement Agreement and their options with respect to their decision whether to join the class.” - Hon. Thomas B. Russell (2014)

Foothill/De Anza Community College District v. Northwest Pipe Co., No. CV-00-20749 (N.D. Cal.)

“The Court finds that the settling parties undertook a thorough and extensive notice campaign designed by Kinsella/Novak Communications, Ltd., a nationally-recognized expert in this specialized field. The Court finds and concludes that the Notice Program as designed and implemented provides the best practicable notice to the Class, and satisfied requirements of due process.” – Hon. Jeremy Fogel (2004)

Galanti v. The Goodyear Tire & Rubber Co., No. 03-209 (D.N.J.)

“The published notice, direct notice and Internet posting constituted the best practicable notice of the Fairness Hearing, the proposed Amended Agreement, Class Counsels’ application for fees, expenses and costs, and other matters set forth in the Class Notice and the Summary Notice. The notice constituted valid, due and sufficient notice to all members of the Settlement Classes, and complied fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States, the laws of New Jersey and any other applicable law.” - Hon. Stanley R. Chesler (2004)

Georgine v. Amchem, 158 F.R.D. 314, 326 (E.D. Pa.).

Judge Reed explained that the notice program developed by Kinsella “goes beyond that provided in [previous cases]” and “the efforts here are more than adequate to meet the requirements of Rule 23(c)(2).” (1993)

Higgins v. Archer-Daniels Midland Co., Second Judicial District Court, County of Bernalillo C-202-CV-200306168 (N.M. 2d Jud. Dist. Bernalillo County)

“The Court finds that the form and method of notice given to the Settlement Class, including both mailed notice to persons and firms for whom such notice was practical and extensive notice by



publication through multiple national and specialized publications, complied with the requirements of Rule 1-023 NMRA 2006, satisfied the requirements of due process, was the best notice practicable under the circumstances, and constituted due and sufficient notice of the Settlement Agreements and their Final Approval Hearing, and other matters referred to in the Notice. The notice given to the Settlement Class was reasonably calculated under the circumstances to inform them of the pendency of the actions involved in this case, of all material elements of the proposed Settlements, and of their opportunity to exclude themselves from, object to, or comment on the Settlements and to appear at the Final Approval Hearing.” - Hon. William F. Lang (2006)

In re Comcast Corp. Peer-to-Peer (P2P) Transmission Contract Litig., MDL 1992, No. 2:08-MD-1992 (E.D. Pa.)

“The notice program here was extensive and wide reaching.”

“The Court finds that the form, substance, manner and timing of the notice to the Settlement Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement constituted the best notice practicable under the circumstances and satisfied the requirements of due process, Federal Rules of Civil Procedure, and any other applicable law or requirement.” - Hon. Legrome D. Davis (2010)

In re Compact Disc Minimum Advertised Price Antitrust Litig., MDL No. 1361 (D. Me.).

In approving the notice plan for implementation in the Compact Disc Minimum Advertised Price Antitrust Litigation, Judge D. Brock Hornby stated, “(the plan) provided the best practicable notice under the circumstances and complied with the requirements of both 15 U.S.C. 15c(b) (1) . . . the notice distribution was excellently designed, reasonably calculated to reach potential class members, and ultimately highly successful in doing so.” - Hon. D. Brock Hornby (2002/2003)

In re Flonase Antitrust Litig., No. 08-3301 (E.D. Pa.)

“The notice provided was the best notice practicable under the circumstances and included individual notice to those members of the Settlement Class whom the parties were able to identify through reasonable efforts. The Court finds that Notice was also given by publication in multiple publications as set forth in the Declarations of Daniel Coggeshall and Katherine Kinsella dated May 1, 2013. Such notice fully complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.” - Hon. Anita B. Brody (2013)

In re International Air Transportation Surcharge Antitrust Litig., No. M 06-1793, MDL No. 1793 (N.D. Cal.).

In approving the notice plan in this litigation that involved a proposed settlement of more than \$200 million for U.S. and U.K. class members, U.S. District Judge Charles Breyer repeatedly praised KNC: “I think the notice is remarkable in this case. . . . This is brilliant. This is the best notice I’ve seen since I’ve been on the bench. . . . Turning back to the settlement, again I want to applaud the parties for the notice. I mean it’s amazing. You know, it really is good. And I don’t know where this person practices, I don’t even know that she’s a lawyer. But she really did a good job on this announcement, this notice.



So thank you very much. . . . And I once again want to express my sincere appreciation of the notice. I mean, I was just extraordinarily impressed. Extraordinarily impressed.” - Hon. Charles Breyer (2008)

In re Jamster Marketing Litig., MDL 1751, No. 05-cv-0819

“Based on the Motion for Final Approval, the Court finds that the distribution of the Notice and Claim Form were materially implemented to all Class Members in accordance with Federal Rule of Civil Procedure 23(c)(2)(B), with the terms of the Settlement Agreement and the Preliminary Approval Order.” - Hon. Jeffrey T. Miller (2010)

In re Lawn Mower Engine Horsepower Marketing and Sales Litig., No. 2:08-md-01999 (E.D. Wis.)

“The form, content and manner of notice disseminated to the Class was the best notice practicable under the circumstances, included individual notice to all members of the Class identified through reasonable effort, and constituted due and sufficient notice of the proposed settlement, Settlement Hearing, and related matters. The Notice Plan complied with the Order of Preliminary Approval, the requirements of Fed. R. Civ. P. 23(c) and (e), and applicable standards of due process. Appropriate proof of the mailing of the Postcard Notice and the publication of the Summary Notice has been filed with the Court.” - Hon. Lynn Aderman (2010)

In re M3Power Razor System Marketing & Sales, No. 05-11177, MDL No. 1704 (D. Mass.)

“The form, content, and method of dissemination of the notice give to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Amended Settlement Agreement, and those proceedings to all Persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.” - Hon. Douglas Woodlock (2011)

In re Municipal Derivatives Antitrust Litig., No. 08 Civ. 2516, MDL No. 1950 (S.D.N.Y.)

“This notice program fully complied with Fed. R. Civ. P. 23 and the requirements of due process. It provided due and adequate notice to the Class.” - Hon. Victor Marrero (2011)

In re Pre-filled Propane Tank Marketing and Sales Practices Litig., MDL No. 2086, No. 09-2086 (W.D. Mo.)

“Counsel verified that the mailing, publication, and affixed notices conformed to the preliminary approval Order. The Court finds that the notice program fully complied with Rule 23 of the Federal Rule of Civil Procedure and the requirements of due process, providing to the Class the best notice practicable under the circumstances.” - Hon. Gary A. Fenner (2010)

In re The Celotex Corp., Nos. 90-10016-8B1 and 90-10017-8B1 (Bankr. M.D. Fla.).

“...all counsel should be complimented on the fact that they have gone to every possible conceivable method of giving notice from putting it on TV and advertising it in papers..... the record should also reflect the Court’s appreciation to Ms. Kinsella for all the work she’s done, not only in pure noticing, but ensuring that what noticing we did was done correctly and professionally.” - Hon. Thomas E. Baynes, Jr.



In re Western States Wholesale Natural Gas Antitrust Litig., No. CV-03-1431, MDL No. 1566, (D. Nev) (natural gas).

“This notice program fully complied with Federal Rule of Civil Procedure 23 and the requirements of due process. It provided to the MDL Class the best notice practicable under the circumstances.” - Hon. Philip M. Pro (2007)

Johns-Manville Corp., 68 B.R. 618, 626 (Bankr. S.D.N.Y. 1986), aff’d, 78 B.R. 407 (S.D.N.Y. 1987), aff’d sub nom. *Kane v. Johns-Manville Corp.* 843 F.2d. 636 (2d Cir. 1988).

In approving the notification plan in the Johns-Manville Bankruptcy Reorganization, the court referred to it as “an extensive campaign designed to provide the maximum amount of publicity ... that was reasonable to expect of man and media.” - Hon. Burton Lifland (1996/1998)

Keepseagle v. Vilsack, No. 99–3119 (D.D.C.)

“I’m not going to review in detail the exhaustive notice plan created and implemented by Plaintiffs’ counsel at this time. For those interested, I invite you to examine the several motions on the docket relating to notice with affidavits from Kinsella Media, who class counsel have hired as Notice Administrators.” - Hon. Emmet G. Sullivan (2011)

“In my view, the notice program was excellent and it persuades the Court that the parties worked extremely hard to notify the entire class about the settlement so that as many class members as possible can obtain monetary and other relief under the settlement.” - Hon. Emmet G. Sullivan (2011)

Lovelis v. Titeflex Corp., No. CIV-2004-211 (Ark. 9th Cir. Ct. Clark Co.)

“Accordingly, the Notice as disseminated is finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the Notice campaign described in the Preliminary Approval Order and completed by the Parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions. The Court further finds that the Notice campaign undertaken concisely and clearly states in plain, easily understood language:

- (a.) the nature of the action;
- (b.) the definition of the class certified;
- (c.) the class claims, issues or defenses;
- (d.) that a Class Member may enter an appearance and participate in person or through counsel if the member so desires;
- (e.) that the Court will exclude from the class any member who requests exclusion, stating when and how members may elect to be excluded; and
- (f.) the binding effect of the Final Order and Judgment on Class Members.”

Hon. John A. Thomas (2007)

Naef v. Masonite Corp., No. CV-94-4033 (Ala. Cir. Ct. Mobile County)

“In November, 1997, the Court approved a massive Notice Program to apprise class members of the class action Settlement, including the individually mailed, notices, publication notice and notification



by way of other avenues nationally and locally. This Notice Program was designed by recognized experts, approved by the mediator and the Court, and implemented diligently by the parties, at defendants' cost. It provided the best notice practicable to the Class, comports with due process, and was clearly adequate under Alabama Rule of Civil Procedure 23(e), the United States Constitution, and other applicable law." - Hon. Robert G. Kendall (1997)

Yarrington v. Solvay Pharmaceuticals, Inc., No. 09-CV-2261 (D. Minn.)

"Kinsella Media, LLC designed a comprehensive program for providing notice to the Settlement Class, which was approved by the Court on September 18, 2009. It was fully implemented in accordance with the Court's Order." - Hon. Richard H. Kyle (2010)



Exhibit C-3

NFL Concussion Settlement

All Valid Claims of Retired NFL Football Players to be Paid in Full for 65 Years

Monetary Awards, Baseline Medical Exams and Other Benefits Provided

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The National Football League (“NFL”) and NFL Properties LLC (collectively, “NFL Parties”) have agreed to a Settlement of a class action lawsuit seeking medical monitoring and compensation for brain injuries allegedly caused by head impacts experienced in NFL football. The NFL Parties deny that they did anything wrong.
- The Settlement Class includes all retired players of the NFL, the American Football League (“AFL”) that merged with the NFL, the World League of American Football, NFL Europe League, and NFL Europa League, as well as immediate family members of retired players and legal representatives of incapacitated, incompetent or deceased retired players.
- The Settlement will provide eligible retired players with:
 - Baseline neuropsychological and neurological exams to determine if retired players are: a) currently suffering from any neurocognitive impairment, including impairment serious enough for compensation, and b) eligible for additional testing and/or treatment (\$75 million);
 - Monetary awards for diagnoses of ALS (Lou Gehrig’s disease), Parkinson’s Disease, Alzheimer’s Disease, early and moderate Dementia and certain cases of chronic traumatic encephalopathy (CTE) (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. There is no cap on the amount of funds available to pay these Monetary Awards and all valid claims will be paid in full for 65 years; and
 - Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million).
- Individuals who represent incapacitated, incompetent or deceased retired players, or family members who meet certain criteria may also file claims for monetary awards (*see* Question 6).
- To get money, proof that injuries were caused by playing NFL football is not required.
- **Settlement Class Members will need to register to get benefits. Settlement Class Members may sign up at the website for additional information about the Settlement and updates on the registration process.**
- Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE SETTLEMENT CLASS	You do not need to do anything to be included in the Settlement Class. However, once the Court approves the Settlement, you will be bound by the terms and releases contained in the Settlement. There will be later notice to explain when and how to register for Settlement benefits (<i>see</i> Question 26).
ASK TO BE EXCLUDED	You will get no benefits. This is the only option that allows you to participate in any other lawsuit against the NFL Parties about the claims in this case (<i>see</i> Question 30).

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECT	Write to the Court if you do not like the Settlement (<i>see</i> Question 35).
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- **This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at www.NFLConcussionSettlement.com.**

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

What This Notice Contains

CHAPTER 1: INTRODUCTION

BASIC INFORMATION.....Page 5

1. Why is this Notice being provided?
2. What is the litigation about?
3. What is a class action?
4. Why is there a Settlement?
5. What are the benefits of the Settlement?

WHO IS PART OF THE SETTLEMENT?Page 7

6. Who is included in the Settlement Class?
7. What players are not included in the Settlement Class?
8. What if I am not sure whether I am included in the Settlement Class?
9. What are the different levels of neurocognitive impairment?
10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM.....Page 9

11. What is the Baseline Assessment Program (“BAP”)?
12. Why should a retired player get a BAP baseline examination?
13. How does a retired player schedule a baseline assessment examination and where will it be done?

MONETARY AWARDS..... Page 10

14. What diagnoses qualify for monetary awards?
15. Do I need to prove that playing professional football caused the retired player’s Qualifying Diagnosis?
16. How much money will I receive?
17. How does the age of the retired player at the time of first diagnosis affect a monetary award?
18. How does the number of seasons a retired player played affect a monetary award?
19. How do prior strokes or brain injuries of a retired player affect a monetary award?
20. How is a retired player’s monetary award affected if he does not participate in the BAP program?
21. Can I receive a monetary award even though the retired player is dead?
22. Will this Settlement affect a retired player’s participation in NFL or NFLPA related benefits programs?
23. Will this Settlement prevent retired players from bringing workers’ compensation claims?

EDUCATION FUND.....Page 14

24. What types of education programs are supported by the Settlement?

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT.....Page 15

25. What am I giving up to stay in the Settlement Class?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

HOW TO GET BENEFITS.....Page 15

26. How do I get Settlement benefits?
27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?
28. Can I re-apply for compensation if my claim is denied?
29. Can I appeal the determination of my monetary award claim?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....Page 16

30. How do I get out of the Settlement?
31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?
32. If I exclude myself, can I still get benefits from this Settlement?

THE LAWYERS REPRESENTING YOU.....Page 17

33. Do I have a lawyer in the case?
34. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....Page 18

35. How do I tell the Court if I do not like the Settlement?
36. What is the difference between objecting to the Settlement and excluding myself?

THE COURT'S FAIRNESS HEARING.....Page 19

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?
38. Do I have to attend the hearing?
39. May I speak at the hearing?

GETTING MORE INFORMATION.....Page 19

40. How do I get more information?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 1: INTRODUCTION

BASIC INFORMATION

1. Why is this Notice being provided?

The Court in charge of this case authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice summarizes the Settlement and explains your legal rights and options.

Judge Anita B. Brody of the United States District Court for the Eastern District of Pennsylvania is overseeing this case. The case is known as *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323. The people who sued are called the "Plaintiffs." The National Football League and NFL Properties LLC are called the "NFL Defendants."

The Settlement may affect your rights if you are: (a) a retired player of the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League, (b) an authorized representative of a deceased or legally incapacitated or incompetent retired player of those leagues, or (c) an individual with a close legal relationship with a retired player of those leagues, such as a spouse, parent or child.

2. What is the litigation about?

The Plaintiffs claim that retired players experienced head trauma during their NFL football playing careers that resulted in brain injuries, which have caused or may cause them long-term neurological problems. The Plaintiffs accuse the NFL Parties of being aware of the evidence and the risks associated with repetitive traumatic brain injuries but failing to warn and protect the players against the long-term risks, and ignoring and concealing this information from the players. The NFL Parties deny the claims in the litigation.

3. What is a class action?

In a class action, one or more people, the named plaintiffs (who are also called proposed “class representatives”) sue on behalf of themselves and other people with similar claims. All of these people together are the proposed “class” or “class members.” When a class action is settled, one court resolves the issues for all class members (in the settlement context, “settlement class members”), except for those who exclude themselves from the settlement. In this case, the proposed class representatives are Kevin Turner and Shawn Wooden. Excluding yourself means that you will not receive any benefits from the Settlement. The process for excluding yourself is described in Question 30 of this Notice.

4. Why is there a Settlement?

After extensive settlement negotiations mediated by retired United States District Court Judge Layn Phillips, and further settlement negotiations under the supervision of the Court-appointed Special Master, Perry Golkin, the Plaintiffs and the NFL Parties agreed to the Settlement.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude litigation without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the claims of all persons affected (*see* Question 6) and the litigation between these persons and the NFL Parties are over. The persons affected by the Settlement are eligible for the benefits summarized in this Notice and the NFL Parties will no longer be legally responsible to defend against the claims made in this litigation.

The Court has not and will not decide in favor of the retired players or the other persons affected by the Settlement or the NFL Parties, and by reviewing this Settlement the Court is not making and will not make any findings that any law was broken or that the NFL Parties did anything wrong.

The proposed Class Representatives and their lawyers (“Co-Lead Class Counsel,” “Class Counsel,” and “Subclass Counsel,” *see* Question 33) believe that the proposed Settlement is best for everyone who is affected. The factors that Co-Lead Class Counsel, Class Counsel, and Subclass Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that are yet to be determined by the Court. Co-Lead Class Counsel, Class Counsel and Subclass Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

5. What are the benefits of the Settlement?

Under the Settlement, the NFL Parties will pay to fund:

- Baseline neuropsychological and neurological examinations for eligible retired players, and additional medical testing, counseling and/or treatment if they are diagnosed with moderate cognitive impairment during the baseline examinations (up to \$75 million, “Baseline Assessment Program”) (*see* Questions 11-13);
- Monetary awards for diagnoses of ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) and Death with CTE prior to [Date of Preliminary Approval Order] (*see* Questions 14-21); **All valid claims under the Settlement, without limitation, will be paid in full throughout the 65-year life of the Settlement (the “Monetary Award Fund”);** and
- Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million) (*see* Question 24).

In addition, the NFL Parties will pay the cost of notifying the Settlement Class. Administrative costs and expenses will be paid out of the Monetary Award Fund. The Baseline Assessment Program costs and expenses will be paid out of the Baseline Assessment Program Fund.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

The details of the Settlement benefits are in the Settlement Agreement, which is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

Note: The Baseline Assessment Program and Monetary Award Fund are completely independent of the NFL Parties and any benefit programs that have been created between the NFL and the NFL Players Association. The NFL Parties are not involved in determining the validity of claims.

WHO IS PART OF THE SETTLEMENT?

You need to decide whether you are included in the Settlement.

6. Who is included in the Settlement Class?

This Settlement Class includes three types of people:

Retired NFL Football Players: Prior to [Date of Preliminary Approval Order], all living NFL Football players who (1) have retired, formally or informally, from playing professional football with the NFL or any Member Club, including AFL, World League of American Football, NFL Europe League, and NFL Europa League players, or (2) were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and no longer are under contract to a Member Club and are not seeking active employment as a player with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

Representative Claimants: An authorized representative, ordered by a court or other official of competent jurisdiction under applicable state law, of a deceased or legally incapacitated or incompetent Retired NFL Football Player.

Derivative Claimants: A spouse, parent, dependent child, or any other person who properly under applicable state law asserts the right to sue independently or derivatively by reason of his or her relationship with a living or deceased Retired NFL Football Player. (For example, a spouse asserting the right to sue due to the injury of a husband who is a Retired NFL Football Player.)

The Settlement recognizes two separate groups (“Subclasses”) of Settlement Class Members based on the Retired NFL Football Player’s injury status as of [Date of Preliminary Approval Order]:

- **Subclass 1** includes: Retired NFL Football Players who were not diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) or Death with CTE prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants.
- **Subclass 2** includes:
 - Retired NFL Football Players who were diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants; and

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

- Representative Claimants of deceased Retired NFL Football Players who were diagnosed with ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to death or who died prior to [Date of Preliminary Approval Order] and received a diagnosis of Death with CTE.

7. What players are not included in the Settlement Class?

The Settlement Class does not include: (a) current NFL players, and (b) people who tried out for NFL or AFL Member Clubs, or World League of American Football, NFL Europe League or NFL Europa League teams, but did not make it onto preseason, regular season or postseason rosters, or practice squads, developmental squads or taxi squads.

8. What if I am not sure whether I am included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may call **1-800-000-0000** with questions or visit www.NFLConcussionSettlement.com. You may also write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000. You may also consult with your own attorney.

9. What are the different levels of neurocognitive impairment?

In addition to ALS, Parkinson's Disease, and Alzheimer's Disease, various levels of neurocognitive impairment are covered by this Settlement. More details can be found in the Injury Definitions, which are available at www.NFLConcussionSettlement.com or by calling **1-800-000-0000**.

The level of Neurocognitive Impairment will be established in part with evidence of decline in performance in at least two areas subject to clinical evaluative testing (complex attention, executive function, learning and memory, language, or perceptual-spatial), provided one of the areas is executive function, learning and memory, or complex attention, and related functional impairment as follows:

LEVEL OF NEUROCOGNITIVE IMPAIRMENT	TYPE OF IMPAIRMENT	DEGREE OF DECLINE
Level 1	Moderate cognitive impairment	Moderate cognitive decline
Level 1.5	Early Dementia	Moderate to severe cognitive decline
Level 2	Moderate Dementia	Severe cognitive decline

If neurocognitive impairment is temporary and only occurs with delirium, or as a result of substance abuse or medicinal side effects, it is not covered by the Settlement.

10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

No. A retired player can be a Settlement Class Member regardless of whether he is vested due to credited seasons or total and permanent disability under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM

11. What is the Baseline Assessment Program (“BAP”)?

All living retired players who have earned at least one-half of an Eligible Season (*see* Question 18), who do not exclude themselves from the Settlement (*see* Question 30), and who timely register to participate in the Settlement (*see* Question 26) may participate in the Baseline Assessment Program (“BAP”).

The BAP will provide baseline neuropsychological and neurological assessment examinations to determine whether retired players are currently suffering from cognitive impairment. Retired players will have from two to ten years, depending on their age as of the date the Settlement is finally approved and any appeals are fully resolved (“Final Settlement Approval”), to have a baseline examination conducted through a nationwide network of qualified and independent medical providers.

- Retired players 43 or older as of the date the Settlement goes into effect will need to have a baseline examination within two years of the start of the BAP.
- Retired players under the age of 43 as of the date the Settlement goes into effect will need to have a baseline examination within 10 years of the start of the BAP, or before they turn 45, whichever comes sooner.

Retired players who are diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment) are eligible to receive further medical testing and/or treatment (including counseling and pharmaceuticals) for that condition during the ten-year term of the BAP or within five years from diagnosis, whichever is later.

Retired players who participate in the BAP will be encouraged to provide their confidential medical records for use in research into cognitive impairment and safety and injury prevention with respect to football players.

Although all retired players are encouraged to take advantage of the BAP and receive a baseline examination, they do not need to participate in the BAP to receive a monetary award, but any award to the retired player may be reduced by 10% if the retired player does not participate in the BAP, as explained in more detail in Question 20.

12. Why should a retired player get a BAP baseline examination?

Getting a BAP baseline examination will be beneficial. It will determine whether the retired player has any cognitive impairment. If he is diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment), he will be eligible to receive further medical testing and/or treatment for that condition. In addition, regardless of any cognitive impairment today, the results of the BAP baseline examination can be used as a comparison to measure any subsequent deterioration of cognitive condition over the course of his life. Participants also will be examined by at least two experts during the BAP baseline examinations, a neuropsychologist and a neurologist, and the retired player and/or his family members will have the opportunity to ask questions relating to any cognitive impairment during those examinations.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Participation in the BAP does not prevent the retired player from filing a claim for a monetary award. For the next 65 years, retired players will be eligible for compensation paid from the Monetary Award Fund if the player develops a Qualifying Diagnosis (*see* Question 14). Participation in the BAP also will help ensure that, to the extent the retired player receives a Qualifying Diagnosis in the future, he will receive the maximum monetary award to which he is entitled (*see* Question 20).

13. How does a retired player schedule a baseline assessment examination and where will it be done?

Retired players need to register for Settlement benefits before they can get a baseline assessment examination. Registration for benefits will not be available until after Final Settlement Approval. **However, a retired player may provide his name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that the retired player will receive additional notice about the registration process and deadlines when it becomes available.**

The BAP Administrator will send notice to those retired players determined during registration to be eligible for the BAP, explaining how to arrange for an initial baseline assessment examination. The BAP will use a nationwide network of qualified and independent medical providers who will provide both the initial baseline assessment as well as any further testing and/or treatment. The BAP Administrator, which will be appointed by the Court, will establish the network of medical providers.

MONETARY AWARDS

14. What diagnoses qualify for monetary awards?

Monetary awards are available for the diagnosis of ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia), or Death with CTE (the "Qualifying Diagnoses"). A Qualifying Diagnosis may occur at any time until the end of the 65-year term of the Monetary Award Fund.

If a retired player receives a monetary award based on a Qualifying Diagnosis, and later is diagnosed with a different Qualifying Diagnosis that entitles him to a larger monetary award than his previous award, he will be eligible for an increase in compensation. This would also apply to Derivative Claimants.

Qualifying Diagnoses must be made by approved qualified specialists. If and when Final Settlement Approval is obtained, the Claims Administrator will create and maintain a list of specialists who may make an authorized Qualifying Diagnoses if no such diagnosis has already been made by a qualified specialist before the Settlement is effective.

15. Do I need to prove that playing professional football caused the retired player's Qualifying Diagnosis?

No. You do not need to prove that a retired player's Qualifying Diagnosis was caused by playing professional football or that he experienced head injuries in the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League in order to receive a monetary award. The fact that a retired player receives a Qualifying Diagnosis is sufficient to be eligible for a monetary award.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

You also do not need to exclude the possibility that the Qualifying Diagnosis was caused or contributed to by amateur football or other professional football league injuries or by various risk factors linked to the Qualifying Diagnosis.

16. How much money will I receive?

The amount of money you will receive depends on the retired player's:

- Specific Qualifying Diagnosis,
- Age at the time of diagnosis (*see* Question 17),
- Number of seasons played or practiced in the NFL or the AFL (*see* Question 18),
- Diagnosis of a prior stroke or traumatic brain injury (*see* Question 19), and
- Participation in a baseline assessment exam (*see* Question 20).

The amount of money you will receive also depends on whether:

- There are any legally enforceable liens on the award,
- Any retainer agreement with an attorney, and
- The Court makes any further assessments (*see* Question 34).

Certain costs and expenses related to resolving any liens for Settlement Class Members will be paid out of such Settlement Class Members' Monetary Awards or Derivative Claimant Awards.

The table below lists the maximum amount of money available for each Qualifying Diagnosis before any adjustments are made.

QUALIFYING DIAGNOSIS	MAXIMUM AWARD AVAILABLE
Amyotrophic lateral sclerosis (ALS)	\$5 million
Death with CTE (diagnosed after death)	\$4 million
Parkinson's Disease	\$3.5 million
Alzheimer's Disease	\$3.5 million
Level 2 Neurocognitive Impairment (<i>i.e.</i> , moderate Dementia)	\$3 million
Level 1.5 Neurocognitive Impairment (<i>i.e.</i> , early Dementia)	\$1.5 million

Monetary awards may be increased up to 2.5% per year during the 65-year Monetary Award Fund term for inflation.

To receive the maximum amount outlined in the table, a retired player must have played for at least five Eligible Seasons (*see* Question 18) and have been diagnosed when younger than 45 years old.

Derivative Claimants are eligible to be compensated from the monetary award of the retired player with whom they have a close relationship in an amount of 1% of that award. If there are multiple Derivative Claimants for the same retired player, the 1% award will be divided among the Derivative Claimants according to the law where the retired player (or his Representative Claimant, if any) resides.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

17. How does the age of the retired player at the time of first diagnosis affect a monetary award?

Awards are reduced for retired players who were 45 or older when diagnosed. The younger a retired player is at the time of diagnosis, the greater the award he will receive. Setting aside the other downward adjustments to monetary awards, the table below provides:

- The average award for people diagnosed between the ages of 45-79; and
- The amount of the award for those under age 45 and over 79.

The actual amount will be determined based on each retired player's actual age at the time of diagnosis and on other potential adjustments.

AGE AT DIAGNOSIS	ALS	DEATH w/CTE	PARKINSON'S	ALZHEIMER'S	LEVEL 2	LEVEL 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45 - 49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50 - 54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55 - 59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60 - 64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65 - 69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70 - 74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75 - 79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

Note: The age of the retired player at diagnosis (not the age when applying for a monetary award) is used to determine the monetary amount awarded.

18. How does the number of seasons a retired player played affect a monetary award?

Awards are reduced for retired players who played less than five "Eligible Seasons." The Settlement uses the term "Eligible Season" to count the seasons in which a retired player played or practiced in the NFL or AFL. A retired player earns an Eligible Season for:

- Each season where he was on an NFL or AFL Member Club's "Active List" for either three or more regular season or postseason games, or
- Where he was on an Active List for one or more regular or postseason games and then spent two regular or postseason games on an injured reserve list or inactive list due to a concussion or head injury.
- A retired player also earns one-half of an Eligible Season for each season where he was on an NFL or AFL Member Club's practice, developmental, or taxi squad for at least eight games, but did not otherwise earn an Eligible Season.

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The “Active List” means the list of all players physically present, eligible and under contract to play for an NFL or AFL Member Club on a particular game day within any applicable roster or squad limits in the applicable NFL or AFL Constitution and Bylaws.

Time spent playing or practicing in the World League of American Football, NFL Europe League, and NFL Europa League does not count towards an Eligible Season.

The table below lists the reductions to a retired player’s (or his Representative Claimant’s) monetary award if the retired player has less than five Eligible Seasons. To determine the total number of Eligible Seasons credited to a retired player, add together all of the earned Eligible Seasons and half Eligible Seasons. For example, if a retired player earned two Eligible Seasons and three half Eligible Seasons, he will be credited with 3.5 Eligible Seasons.

NUMBER OF ELIGIBLE SEASONS	PERCENTAGE OF REDUCTION
4.5	10%
4	20%
3.5	30%
3	40%
2.5	50%
2	60%
1.5	70%
1	80%
.5	90%
0	97.5%

19. How do prior strokes or traumatic brain injuries of a retired player affect a monetary award?

It depends. A retired player’s monetary award (or his Representative Claimant monetary award) will be reduced by 75% if he experienced: (1) a medically diagnosed stroke that occurred before or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis; or (2) a severe traumatic brain injury unrelated to NFL football that occurred during or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis.

The award will not be reduced if the retired player (or his Representative Claimant) can show by clear and convincing evidence that the stroke or traumatic brain injury is not related to the Qualifying Diagnosis.

20. How is a retired player’s monetary award affected if he does not participate in the BAP program?

It depends on when the retired player receives his Qualifying Diagnosis and the nature of the diagnosis. There is a 10% reduction to the monetary award if the retired player does not participate in the BAP and:

- Did not receive a Qualifying Diagnosis prior to [Date of Preliminary Approval Order], and

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

- Receives a Qualifying Diagnosis (other than ALS) after his deadline to receive a BAP baseline assessment examination.

21. Can I receive a monetary award even though the retired player is dead?

Yes. Representative Claimants for deceased retired players with a Qualifying Diagnoses will be eligible to receive monetary awards. If the deceased retired player died before January 1, 2006, however, the Representative Claimant will only receive a monetary award if the Court determines that a wrongful death or survival claim is allowed under applicable state law.

Derivative Claimants also will be eligible for a total award of 1% of the monetary award that the Representative Claimant for the deceased retired player receives (*see* Question 16).

Representative and Derivative Claimants will also need to register for Settlement benefits (*see* Question 26).

22. Will this Settlement affect a retired player's participation in NFL or NFLPA-related benefits programs?

No. The Settlement benefits are completely independent of any benefits programs that have been created by or between the NFL and the NFL Players Association. This includes the 88 Plan (Article 58 of the 2011 Collective Bargaining Agreement) and the Neuro-Cognitive Disability Benefit (Article 65 of the 2011 Collective Bargaining Agreement).

Note: The Settlement ensures that a retired player who has signed, or will sign, a release as part of his Neuro-Cognitive Disability Benefit application, will not be denied Settlement benefits.

23. Will this Settlement prevent retired players from bringing workers' compensation claims?

No. Claims for workers' compensation will not be released by this Settlement.

EDUCATION FUND

24. What type of education programs are supported by the Settlement?

The Settlement will provide \$10 million in funding to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL's medical and disability programs and other educational programs and initiatives.

Retired players will be able to actively participate in such initiatives if they desire.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT

25. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue the NFL Parties, the Member Clubs, or related individuals and entities, or be part of any other lawsuit against the NFL Parties about the issues in this case. This means you give up your right to continue to litigate any claims related to this Settlement, or file new claims, in any court or in any proceeding at any time. **However, the Settlement does not release any claims for workers' compensation (see Question 23) or claims alleging entitlement to NFL medical and disability benefits available under the Collective Bargaining Agreement.**

Please note that certain Plaintiffs also sued the football helmet manufacturer Riddell and certain related entities (specifically, Riddell, Inc., Riddell Sports Group Inc., All American Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton-Bell Sports, LLC, and RBG Holdings Corp.). **They are not parties to this Settlement and claims against them are not released by this Settlement.**

Article XVIII of the Settlement Agreement contains the complete text and details of what Settlement Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (see Question 35 for the address). You can also get this information by calling 1-800-000-0000. If you have any questions you can talk to the law firms listed in Question 33 for free or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET BENEFITS

26. How do I get Settlement benefits?

To get benefits, you will need to register. This is true for all Settlement Class Members, including Representative and Derivative Claimants. Registration for benefits will not begin until after Final Settlement Approval (see Question 37). If and when that occurs, further notice will be provided about the registration process and deadlines. **However, you may provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when that becomes available.** To receive any Settlement benefits, you must register on or before 180 days from the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com. Information about the registration deadline will also be available by calling **1-800-000-0000**.

27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?

Yes. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the date that further notice about the registration process and deadlines is posted on

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

www.NFLConcussionSettlement.com. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. This deadline may be extended to within four years of the Qualifying Diagnosis or the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com, whichever is later, if the Retired NFL Football Player or Representative Claimant can show substantial hardship beyond the Qualifying Diagnosis. Derivative Claimants must submit claims no later than 30 days after the Retired NFL Football Player through whom the close relationship is the basis for the claim (or the Representative Claimant of that retired player) receives a notice that he is entitled to a monetary award. All claims must be submitted by the end of the 65-year term of the Monetary Award Fund.

28. Can I re-apply for compensation if my claim is denied?

Yes. A Settlement Class Member who submits a claim for a monetary award that is denied can re-apply in the future should the Retired NFL Football Player's medical condition change.

29. Can I appeal the determination of my monetary award claim?

Yes. The Settlement establishes a process for a Settlement Class Member to appeal the denial of a monetary award claim or the amount of the monetary award.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive benefits from this Settlement, and you want to retain the right to sue the NFL Parties about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded – sometimes referred to as “opting out” of – the Settlement Class.

30. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your name, address, telephone number, and date of birth;
- A copy of your driver's license or other government issued identification;
- A statement that “I wish to exclude myself from the Settlement Class in *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323” (or substantially similar clear and unambiguous language); and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

You must mail your exclusion request, postmarked no later than **Month 00, 0000** [Date ordered by the Court], to:

NFL Concussion Settlement
P.O. Box 0000,
City, ST 00000

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the NFL Parties for all of the claims that this Settlement resolves. If you want to maintain your own lawsuit relating to the claims released by the Settlement, then you must exclude yourself by **Month 00, 0000**.

32. If I exclude myself, can I still get benefits from this Settlement?

No. **If you exclude yourself from the settlement you will not get any Settlement benefits.** You will not be eligible to receive a monetary award or participate in the Baseline Assessment Program.

THE LAWYERS REPRESENTING YOU

33. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Co-Lead Class Counsel,” “Class Counsel” and “Subclass Counsel” (*see* Question 6). They are listed at the end of this Notice with their contact information.

You will not be charged for contacting these lawyers. If you are represented by an attorney, you may contact your attorney to discuss the proposed Settlement. You do not have to hire your own attorney. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

34. How will the lawyers be paid?

At a later date to be determined by the Court, Co-Lead Class Counsel, Class Counsel and Subclass Counsel will ask the Court for an award of attorneys’ fees and reasonable costs. The NFL Parties have agreed not to oppose or object to the request for attorneys’ fees and reasonable incurred costs if the request does not exceed \$112.5 million. These fees and incurred costs will be paid separately by the NFL Parties and not from the Baseline Assessment Program Fund, Education Fund, or Monetary Award Fund. Settlement Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. Ultimately, the award of attorneys’ fees and reasonable costs to be paid by the NFL Parties is subject to the approval of the Court.

After Final Settlement Approval, Co-Lead Class Counsel may ask the Court to set aside up to five percent of each Monetary Award and Derivative Claimant Award to facilitate the Settlement program and related efforts of Co-Lead Class Counsel, Class Counsel and Subclass Counsel. If approved, this money would be held in a separate fund overseen by the Court. Any future request for a set-aside will describe: (1) the proposed amount; (2) how the money will be used; and (3) any other relevant information. This “set-aside” would come out of the claimant’s attorney’s fee if represented by individual counsel or, if not represented, out of the Monetary Award or Derivative Claimant Award itself. No money will be held back or set aside from any award without a Court order. The set-aside is a matter between Class Counsel and individual counsel for Settlement Class Members. The NFL Parties do not take a position on the proposal.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECTING TO THE SETTLEMENT

You may tell the Court that you do not agree with the Settlement or some part of it.

35. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you may object to the Settlement if you do not like some part of it. The Court will consider your views. To object to the Settlement, you or your attorney must submit your written objection to the Court. The objection must include the following:

- The name of the case and multi-district litigation, *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323;
- Your name, address, telephone number, and date of birth;
- The name of the Retired NFL Football Player through which you are a Representative Claimant or Derivative Claimant (if you are not a retired player);
- Written evidence establishing that you are a Settlement Class Member;
- A detailed statement of your objections, and the specific reasons for each such objection, including any facts or law you wish to bring to the Court's attention;
- Any other supporting papers, materials or briefs that you want the Court to consider in support of your objection; and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

The requirements to object to the Settlement are described in detail in the Settlement Agreement in section 14.3.

You must file your objection with the Court no later than **Month 00, 0000 [date ordered by the Court]**:

COURT
Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797

36. What is the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement or want it to say something different. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and you do

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

not want to receive any Settlement benefits. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will determine if you are allowed to speak if you request to do so (*see* Question 39).

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?

The Court will hold the Fairness Hearing at XX:00 x.m. on **Month 00, 0000**, at the United States District Court for the Eastern District of Pennsylvania, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.NFLConcussionSettlement.com or call **1-800-000-0000**. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may elect to listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Co-Lead Class Counsel, Class Counsel and Subclass Counsel (*see* Question 34) after the Fairness Hearing, which will be set at a later date by the Court.

38. Do I have to attend the hearing?

No. Co-Lead Class Counsel, Class Counsel and Subclass Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

39. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To make such a request, you must file a written notice stating that it is your wish to speak at the *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323 Fairness Hearing. Be sure to include your name, address, telephone number, and your signature. Your request to speak must be filed with the Court no later than **Month 00, 0000** at the address in Question 35.

GETTING MORE INFORMATION

40. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

35 for the address). You also may write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000 or call **1-800-000-0000**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE NFL PARTIES FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

IMPORTANT DATES AND CONTACT INFORMATION		
Exclusion “Opt Out” Deadline	Month 00, 2014	
Objection Deadline	Month 00, 2014	
Deadline to Request to Speak at the Fairness Hearing	Month 00, 2014	
Fairness Hearing	Month 00, 2014	
Start of Registration Period	The start of the registration process and related deadlines will be announced on www.NFLConcussionSettlement.com following Final Settlement Approval	
Registration Deadline	180 days after registration begins	
Submit a Claim	<ul style="list-style-type: none"> Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the announcement of the registration process. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. 	
Settlement Administrator	NFL Concussion Settlement P.O. Box 0000 City, ST 00000 Tel: 1-800-000-0000	
Court	Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797	
Class Counsel	Christopher A. Seeger Co-Lead Class Counsel SEEGER WEISS LLP 77 Water Street New York, NY 10005	Sol Weiss Co-Lead Class Counsel ANAPOL SCHWARTZ 1710 Spruce Street Philadelphia, PA 19103
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QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Reminder: Provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when it becomes available.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Exhibit C-4

Case 1:18-md-02328-AB Document 1-1 Filed 08/09/19 Page 1 of 1
NFL Concussion Claims Administrator
2867 E. Allegheny Avenue
Philadelphia, PA 19134

RETURN SERVICE REQUESTED

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
SED

NFL Concussion Settlement Important Information Inside

JA1924

NFL Concussion Settlement

Retired NFL Players and Their Families Could Get Money and Benefits

Exhibit C-5

NFL Concussion Settlement

All Valid Claims of Retired NFL Football Players to be Paid in Full for 65 Years
Monetary Awards, Baseline Medical Exams and Other Benefits Provided



Who is included in the Settlement?

The NFL and NFL Properties have agreed to a class action Settlement with retired players who sued, accusing them of failing to warn of and hiding the dangers of brain injury associated with playing football. The Settlement does not establish any wrongdoing on the part of the NFL or NFL Properties.

The Settlement Class generally includes all retired players of the NFL, AFL, World League of American Football, NFL Europe League and NFL Europa League. The Settlement Class includes immediate family members of retired players and legal representatives of incapacitated, incompetent or deceased players.

What does the Settlement provide?

The Settlement provides money for three benefits:

- Baseline medical exams to determine if retired players suffer from neurocognitive impairment and are entitled to additional testing and/or treatment (\$75 million),
- Monetary awards for diagnoses of ALS (Lou Gehrig's disease), Alzheimer's Disease, Parkinson's Disease, Dementia and certain cases of chronic traumatic encephalopathy or CTE (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. All valid claims will be paid in full for 65 years; and
- Education programs and initiatives related to football safety (\$10 million).

How can I get benefits?

You will need to register for benefits after the final approval of the Settlement. You may provide your contact information now at the website or phone number below to ensure that you receive additional notice about the registration process.

Retired players do not have to prove that their injuries were caused by playing NFL football to get money from the Settlement.

What are my rights?

You do not need to do anything to be included in the Settlement Class. All Settlement Class members will be bound by the Settlement and give up the right to sue the NFL individually. If you want to keep your right to sue the NFL, you must exclude yourself from the Class by **Month 00, 2014**. If you exclude yourself, you will not receive any benefits under the Settlement. If you stay in the Class, you may object to the Settlement by **Month 00, 2014**.

The Court will hold a hearing on **Month 00, 2014** to consider whether to approve the Settlement. You do not have to attend. However, you and/or your own lawyer may attend and request to speak at the hearing at your own expense. At a later date, the attorneys will ask the Court for an award of attorneys' fees and reasonable costs. The NFL and NFL Properties have agreed not to oppose or object to the request if the request does not exceed \$112.5 million. The money would be paid by the NFL and NFL Properties in addition to the payments described above.

Please Share this Notice with Other Retired Players and Their Families
For More Information on the Settlement and Registering for Benefits:
1-800-000-0000 or www.NFLConcussionSettlement.com

Exhibit D

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS'
CONCUSSION INJURY LITIGATION

Kevin Turner and Shawn Wooden, on behalf of themselves
and others similarly situated,

Plaintiffs,

V.

National Football League and NFL Properties LLC,
successor-in-interest to NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

CIVIL ACTION NO: _____

**DECLARATION OF MEDIATOR AND FORMER
UNITED STATES DISTRICT COURT JUDGE LAYN R. PHILLIPS
IN SUPPORT OF PRELIMINARY APPROVAL OF SETTLEMENT**

Layn R. Phillips declares as follows:

1. I am the Court-appointed mediator in this action and a former United States District Court Judge. I submit this declaration in support of preliminary approval of the proposed class action settlement between the proposed Plaintiff Class and defendants NFL and NFL Properties LLC (collectively, the “NFL Parties”).

2. At the request of the Court, I conducted an extensive mediation over the course of the last five months that produced the proposed settlement now before the Court for preliminary approval. The parties negotiated this settlement under my supervision. The talks were vigorous,

at arm's length, and in good faith. Based on my extensive experience as a mediator and former judge, my frequent and detailed discussions with the parties, and the information made available to me during the mediation, I believe that the \$760 million proposed settlement (plus attorneys' fees and reasonable costs) represents a fair and reasonable settlement given the substantial risks involved for both sides. Without waiver of the mediation privilege, I describe below the reasons for my view.

Qualifications and Experience

3. I am a partner at Irell & Manella LLP. I am a member of the bars of Oklahoma, Texas, California and the District of Columbia, as well as the United States Courts of Appeals for the Ninth and Tenth Circuits. I am the former United States Attorney for the Northern District of Oklahoma and a former United States District Court Judge for the Western District of Oklahoma. I founded the Irell & Manella Alternative Dispute Resolution Center, where I have headed the firm's ADR practice since 1991.

4. I have successfully mediated complex commercial cases, including hundreds of class actions, for over twenty years. Before that, as a federal judge, I presided over hundreds of settlement conferences in complex business disputes and class actions. I have been appointed Special Master by numerous federal courts in complex civil proceedings. It is not uncommon for me to settle billions of dollars of disputes on an annual basis. It is my understanding that I was nominated by the parties and appointed by the Court to mediate this important matter in part because of my extensive experience resolving complex, high-visibility disputes of this kind.

The Mediation Process

5. Under my supervision, beginning immediately upon my appointment by the Court in July of this year, the parties engaged in arm's-length, hard-fought negotiations. As is my

practice, I conducted multiple face-to-face mediation sessions with both sides present, as well as many separate caucus sessions where I met only with one side or the other. All of these in-person mediation sessions were conducted in New York City. However, I also engaged in considerable telephonic follow-up work with all of the parties involved. In addition, counsel for the parties conducted extensive negotiations outside my presence pursuant to requests and directions that I gave to them. I dedicated more than twelve full days to mediate this matter in addition to the considerable hours I invested in discussions with the parties outside these formal sessions.

6. At all times, the parties aggressively asserted their respective positions on a host of issues. On occasion, the negotiations were contentious (although both sides were always professional). Because of the schedule that the Court imposed and the number and complexity of issues to be resolved, members of my mediation team and I sometimes multi-tracked mediation efforts by separately addressing different sets of issues with various counsel and the parties' experts during in-person mediation sessions in New York City, as well as during the telephonic follow-up process. On almost every day between my appointment as mediator and the announcement of the settlement on August 29, the parties and I discussed issues relating to possible settlement.

7. Plaintiffs and the NFL Parties each were represented by highly experienced, effective and aggressive counsel. I was satisfied throughout the negotiations that the parties' positions were thoroughly explored and advanced. Multiple law firms and individual counsel were involved on behalf of both sides. These counsel presented an impressive array of legal experience, talent, and expertise. Moreover, in order to ensure the adequate and unconflicted representation of all of the proposed class members, Plaintiffs agreed during the negotiations to

9. During the course of the mediation and at my request, the parties submitted various mediation materials to me and made multiple presentations regarding their positions on various factual and legal issues. I was assisted in my work and analysis by colleagues at my law firm, who independently reviewed the materials and the relevant law. During the mediation

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concussive hits and cognitive impairment is still evolving, which makes it more difficult to prove negligence or fraud the earlier a player played. The research is often contradictory, thereby creating additional hurdles for a successful prosecution of Plaintiffs' claims.

15. Plaintiffs faced other legal hurdles as well, including, but not limited to, various statute of limitations arguments and the assertion of the "assumption of risk" defense based on the argument that the retired NFL players knew at the time they played that football could be a dangerous activity and that the players assumed that risk when they chose to play.

16. Like Plaintiffs, the NFL Parties also faced great risks if they chose to litigate these cases. There was a significant risk that the Court would not accept, in whole or in part, the NFL Parties' preemption defense, which in turn would leave much of the case intact. The same was true of the NFL Parties' other legal defenses of statute of limitations and assumption of risk. If the NFL Parties did not succeed on dismissing all of these cases as a matter of law, they faced years of very expensive discovery and potentially hundreds of trials in state and federal courts around the country. Among Plaintiffs' many claims and allegations, the NFL Parties faced the risks of litigating issues relating to helmet safety standards and rules of football play. Each potential lawsuit carried with it the risk of a significant damage verdict and a negative precedent that could affect all cases that followed.

17. In short, both sides faced substantial risks if they chose to litigate these matters and tremendous benefits if they could fairly resolve their differences.

The Fairness and Adequacy of the Proposed Settlement

18. The negotiated settlement produced by the mediation process, as reflected in the parties' proposed settlement agreement, represents a thoughtful, deliberative, extraordinary and comprehensive settlement that will benefit thousands of NFL retirees and their families. If the

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judgment that Plaintiffs would be unlikely to have obtained more money and benefits without going through years of discovery and trial, where they would face substantial risks of loss due to their inability to prove negligence or fraud on the part of the NFL Parties or judgments below what they will receive in this proposed settlement. In addition, even after judgment, the parties likely would have been engaged in years of appellate proceedings before any judgment would be finalized.

20. Equally important, based on my review of the analyses conducted by the independent economists or actuaries retained by the parties, I believe that the \$760 million paid by the NFL Parties for the settlement is fair and reasonable and will be sufficient to fund the benefits to which the parties have agreed. It is my understanding that Plaintiffs plan on presenting a summary of their experts' work in this area at the final settlement hearing.

21. Finally, I should note that the NFL Parties also have agreed not to object to an award of attorneys' fees and reasonable costs of up to \$112.5 million *in addition to* the \$760 million settlement. This is another significant benefit that Plaintiffs' counsel obtained for the proposed class, as compared to the vast majority of other class settlements where the attorneys' fee and reasonable cost component is deducted from the common fund. Ultimately, the total settlement, with attorneys' fees and reasonable costs, will approach \$900 million. This, in my judgment, is an outstanding result for the class members.

Conclusion

For all the reasons set forth above, the proposed settlement of these actions was the result of a fair, vigorous, and arm's-length mediated negotiation process. The settlement itself is, in my judgment, fair and reasonable to the proposed class members, given the risks of these

litigations and the cost and complexity of trying them to judgment. I therefore enthusiastically support Plaintiffs' motion for preliminary approval of the proposed settlement.

I declare that the foregoing is true and correct.

Executed this 3rd day of January 2014.



LAYN R. PHILLIPS
Former United States District Court Judge

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Plaintiffs,

v.

National Football League and
NFL Properties LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

Civ. Action No. 14-00029-AB

- MEMORANDUM OF LAW IN SUPPORT OF
MOTION OF PROPOSED CLASS COUNSEL FOR AN ORDER:
(1) GRANTING PRELIMINARY APPROVAL OF THE CLASS ACTION
SETTLEMENT AGREEMENT;
(2) CONDITIONALLY CERTIFYING A SETTLEMENT CLASS AND SUBCLASSES;
(3) APPOINTING CO-LEAD CLASS COUNSEL, CLASS COUNSEL AND
SUBCLASS COUNSEL;
(4) APPROVING THE DISSEMINATION OF CLASS NOTICE;
(5) SCHEDULING A FAIRNESS HEARING; AND
(6) STAYING MATTERS AS TO THE RELEASED PARTIES AND ENJOINING
PROPOSED SETTLEMENT CLASS MEMBERS FROM PURSUING
RELATED LAWSUITS**

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	4
II. FACTUAL BACKGROUND	6
A. Plaintiffs’ Claims	6
B. Formation of the NFL Players’ Concussion Injury Multidistrict Litigation.....	7
C. Proceedings in this Court	8
D. Mediation	9
E. Public Announcement of the Proposed Settlement.....	10
F. Court Appointment of a Special Master	11
G. Court’s Denial Without Prejudice of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and Review of Supporting Documentation by the Special Master	11
III. MATERIAL TERMS OF THE SETTLEMENT	13
A. Settlement Class and Subclasses.....	13
B. Settlement Benefits	15
1. Baseline Assessment Program	18
2. Monetary Awards and Derivative Claimant Awards.....	21
a) Maximum Awards	21
b) Supplemental Awards	23
c) Credited Eligible Seasons	23
d) Offsets	24
e) Lien Resolution.....	25
f) Derivative Claimant Awards.....	25
g) Appeals	26

h)	Funding	26
3.	Education Fund	28
4.	Preservation of Collective Bargaining Benefits and Claims for Workers' Compensation	28
5.	Waiver of Causation, Statutes of Limitations, and Other Defenses	29
6.	Attorneys' Fees	30
C.	Releases, Covenant Not To Sue And Bar Order	32
D.	Class Notice	32
IV.	ARGUMENT	35
A.	Preliminary Approval of the Settlement Is Appropriate	35
1.	The Proposed Settlement Is the Product of Good Faith, Extensive Arm's Length Negotiations.....	41
2.	The Investigation of Both Plaintiffs' Claims and the NFL Parties' Defenses Supports Preliminary Approval.....	43
3.	There Is No Preferential Treatment of Certain Settlement Class Members and Class Representatives Support the Settlement	44
4.	There Are No Other "Obvious Deficiencies" To Cast Doubt on the Proposed Settlement's Fairness	45
B.	The Settlement Class and Subclasses Should Be Conditionally Certified for Settlement Purposes	46
1.	The Settlement Class and Subclasses Meet the Requirements Under Rule 23(a).....	47
a)	Numerosity.....	47
b)	Commonality.....	48
c)	Typicality	50
d)	Adequacy of Representation	51
2.	Common Questions of Law and Fact Predominate and the Superiority Requirement Is Met.....	55

C.	Plaintiffs Faced Significant Challenges and Obstacles in the Litigation	61
1.	Preemption	61
2.	Causation.....	64
3.	Statutes of Limitation.....	65
4.	Assumption of Risk.....	67
5.	Other Defenses.....	70
D.	The Proposed Form and Method of Class Notice Satisfy Due Process	71
E.	The Court Should Stay This Action and Enjoin Related Lawsuits By Settlement Class Members.....	75
V.	CONCLUSION.....	78

TABLE OF AUTHORITIES

Federal Cases

<i>Al-Ameen v. Atlantic Roofing Corp.</i> , 151 F. Supp. 2d 604 (E.D. Pa. 2001)	70
<i>Alberton v. Commonwealth Land Title Ins. Co.</i> , No. 06-3755, 2008 WL 1849774 (E.D. Pa. Apr. 25, 2008)	74
<i>Allis-Chalmers Corp. v. Lueck</i> , 471 U.S. 202 (1985)	62
<i>Amalgamated Workers Union of Virgin Islands v. Hess Oil Virgin Islands Corp.</i> , 478 F.2d 540 (3d Cir. 1973)	60
<i>Amchem Prods. v. Windsor</i> , 521 U.S. 591 (1997)	<i>passim</i>
<i>Amgen Inc. v. Connecticut Retirement Plans & Trust Funds</i> , 133 S.Ct. 1184 (2013)	56
<i>Baby Neal v. Casey</i> , 43 F.3d 48 (3d Cir. 1994)	50
<i>Barani v. Wells Fargo Bank, N.A.</i> , 2014 WL 1389329 (S.D. Cal. Apr. 9, 2014)	43
<i>Battle v. Liberty Nat’l Life Ins. Co.</i> , 877 F.2d 877 (11th Cir. 1989)	76
<i>BP Exploration & Production Inc. v. Lake Eugenie Land & Development, Inc.</i> , No. 13A1177, 2014 WL 2566067 (U.S. June 9, 2014)	39
<i>Britenriker v. Mock</i> , No. 3:08 CV 1890, 2009 WL 2392917 (N.D. Ohio July 31, 2009)	70
<i>Brown v. National Football League</i> , 219 F. Supp. 2d 372 (S.D.N.Y. 2002)	68, 69
<i>Butler v. Sears, Roebuck and Co.</i> , 727 F.3d 796 (7th Cir. 2013)	58
<i>Carlough v. Amchem Prods., Inc.</i> , 10 F.3d 189 (3d Cir. 1993)	76
<i>Carrera v. Bayer Corp.</i> , 727 F.3d 300 (3d Cir. 2013)	44
<i>Collins v. Cargill Meat Solutions, Corp.</i> , 274 F.R.D. 294 (E.D. Calif. 2011)	46
<i>Comcast Corp. v. Behrend</i> , 133 S. Ct. 1426 (U.S. 2013)	56, 57, 58, 59
<i>Davis v. J.P. Morgan Chase & Co.</i> , 775 F. Supp.2d 601 (W.D.N.Y. 2011)	46
<i>DeJulius v. New England Health Care Emps. Pension Fund</i> , 429 F.3d 935 (10th Cir. 2005)	72
<i>Denney v. Deutsche Bank AG</i> , 443 F.3d 253 (2d Cir. 2006)	54
<i>Dewey v. Volkswagen Aktiengesellschaft</i> , 681 F.3d 170 (3d Cir. 2012)	53
<i>Dryer v. National Football League</i> , Civil No. 09-2182-PAM/AJB, 2013 WL 5888231 (D. Minn. Nov. 1, 2013)	33, 73
<i>Ehrheart v. Verizon Wireless</i> , 609 F.3d 590 (3d Cir. 2010)	35

<i>Eisen v. Carlisle & Jacqueline</i> , 417 U.S. 156 (1974).....	72
<i>Evans v. Jeff D.</i> , 475 U.S. 717 (1986).....	30, 38
<i>Fulgham v. Daniels J. Keating Co.</i> , 285 F. Supp. 2d 525 (D.N.J. 2003)	70
<i>Gates v. Rohm & Haas Co.</i> , 248 F.R.D. 434 (E.D. Pa. 2008)	41, 43
<i>Grunewald v. Kasperbauer</i> , 235 F.R.D. 599 (E.D. Pa. 2006)	74
<i>Hackbart v. Cincinnati Bengals, Inc.</i> , 601 F.2d 516 (10th Cir. 1979).....	69
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1997)	76
<i>In re Automotive Refinishing Paint Antitrust Litig.</i> , MDL No. 1426, 2004 WL 1068807 (E.D. Pa. May 11, 2004)	39, 41
<i>In re Baldwin-United Corp.</i> , 770 F.2d 328 (2d Cir. 1985)	77
<i>In re Blood Reagents Antitrust Litig.</i> , 283 F.R.D. 222 (E.D. Pa. 2012)	47, 50
<i>In re Certainteed Corp. Roofing Shingle Prods. Liab. Litig.</i> , 269 F.R.D. 468 (E.D. Pa. 2010).....	73, 74
<i>In re Checking Account Overdraft Litig.</i> , 2011 WL 2258458 (S.D. Fla. 2011)	46
<i>In re Chinese-Manufactured Drywall Prod. Liability Litig.</i> , No. 10-361, 2011 WL 2313866 (E.D. La. June 9, 2011).....	76
<i>In re Chinese-Manufactured Drywall Prods. Liab. Litig.</i> , MDL No. 2047, 2013 WL 499474 (E.D. La. Feb. 7, 2013)	36
<i>In re Chinese-Manufactured Prods. Liab. Litig.</i> , 2012 WL 92498 (E.D. La. Jan. 10, 2012).....	46
<i>In re CIGNA Corp. Sec. Litig.</i> , No. 02-8088, 2007 WL 2071898 (E.D. Pa. July 13, 2007)	41
<i>In re Corrugated Container Antitrust Litig.</i> , 659 F.2d 1332 (5th Cir. 1981)	76
<i>In re Countrywide Financial Corp. Customer Data Sec. Breach Litig.</i> , No. 3:08-MD-01998, 2009 WL 5184352 (W.D. Ky. Dec. 22, 2009).....	55
<i>In re Deep Water Horizon</i> , 739 F.3d 790 (5 th Cir. 2014)	39
<i>In re Deep Water Horizon</i> , 744 F.3d 370 (2014).....	39
<i>In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.</i> , 2000 WL 1222042 (E.D. Pa. Aug. 28, 2000)	37, 53, 54
<i>In re Diet Drugs Prods. Liab. Litig.</i> , 431 F.3d 141 (3d Cir. 2005).....	53
<i>In re Diet Drugs Prods. Liab. Litig.</i> , 282 F.3d 220 (3d Cir. 2002).....	76, 77
<i>In re Diet Drugs Prods. Liab. Litig.</i> , 275 F.3d 34 (3d Cir. 2001).....	53

<i>In re Diet Drugs Prods. Liab. Litig.</i> , 582 F.3d 524 (3d Cir. 2009).....	37
<i>In re General Motors Corp. Pick-up Truck Fuel Tank Prods. Liab. Litig.</i> , 55 F.3d 768 (3d Cir. 1995).....	39, 40
<i>In re Heartland Payment Systems, Inc. Customer Data Sec. Breach Litig.</i> , 851 F. Supp. 2d 1040 (S.D. Tex. 2012)	74
<i>In re Ikon Office Solutions, Inc. Sec. Litig.</i> , 194 F.R.D. 166 (E.D. Pa. 2000)	73
<i>In re Insurance Brokerage Antitrust Litig.</i> , 579 F.3d 241 (3d Cir. 2009)	52
<i>In re Inter-Op Hip Prosthesis Liab. Litig.</i> , 204 F.R.D. 330 (N.D. Ohio 2001)	53
<i>In re Linerboard Antitrust Litig.</i> , 292 F. Supp. 2d 631 (E.D. Pa. 2003).....	40, 65
<i>In re Lupron Marketing and Sales Practices Litig.</i> , 228 F.R.D. 75 (D. Mass. 2005).....	75
<i>In re Mid-Atlantic Toyota Antitrust Litig.</i> , 564 F. Supp. 1379 (D. Md. 1983)	39
<i>In re Motor Fuel Temperature Sales Practices Litig.</i> , 258 F.R.D. 671 (D. Kan. 2008).....	46
<i>In re National Football League Players’ Concussion Injury Litigation</i> , MDL 2323, 842 F. Supp.2d 1378 (J.P.M.L. 2012).....	8
<i>In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010</i> , 910 F.Supp.2d 891 (E.D. La. 2012).....	38
<i>In re Processed Egg Prods. Antitrust Litig. (“Processed Egg”)</i> , 284 F.R.D. 249 (E.D. Pa. 2012).....	38, 39, 43, 46
<i>In re Prudential Ins. Co. of Am. Sales Practices Litig.</i> , 148 F.3d 283 (3d Cir. 1998).....	2, 39
<i>In re Prudential Ins. Co. of Am. Sales Practices Litig.</i> , 261 F.3d 355 (3d Cir. 2001).....	76
<i>In re Prudential Ins. Co. of Am. Sales Practices Litig.</i> , 314 F.3d 99 (3d Cir. 2002).....	77, 78
<i>In re Prudential Ins. Co. of Am. Sales Practices Litig.</i> , 962 F. Supp. 450 (D.N.J. 1997)	75
<i>In re Prudential Sec. Inc. Ltd. P’ships Litig.</i> , 163 F.R.D. 200 (S.D.N.Y. 1995)	74
<i>In re School Asbestos Litig.</i> , 789 F.2d 996, 1009 (3d Cir.), <i>cert. denied</i> , 479 U.S. 852 (1986).....	49
<i>In re Serzone Prods. Liab. Litig.</i> , 231 F.R.D. 221 (S.D. W.Va. 2005).....	52
<i>In re Smithkline Beckman Corp. Sec. Litig.</i> , 751 F. Supp. 525 (E.D. Pa. 1990).....	46
<i>In re Uponor, Inc.</i> , No. 11-MD-2247, 2012 U.S. Dist. LEXIS 5339 (D. Minn. Jan. 18, 2012)	76
<i>In re Vioxx Prods. Liab. Litig.</i> , 650 F.Supp.2d 549 (E.D. La. 2009).....	36

<i>In re Warfarin Sodium Antitrust Litig.</i> , 391 F.3d 516 (3d Cir. 2004).....	<i>passim</i>
<i>In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.</i> , 722 F.3d 838 (6th Cir. 2013).....	58
<i>In re Wireless Facilities, Inc. Secs. Litig. II</i> , 253 F.R.D. 607 (S.D. Ca. 2008)	46
<i>Jones v. Casey’s General Stores, Inc.</i> , 266 F.R.D. 222 (S.D. Iowa 2009)	46
<i>Kaufman v. American Exp. Travel Related Services Co., Inc.</i> , 264 F.R.D. 438 (N.D. Ill. 2009).....	77
<i>Kline v. Security Guards, Inc.</i> , 386 F.3d 246 (3d Cir. 2004).....	63
<i>Linney v. Cellular Alaska P’ship</i> , 151 F.3d 1234 (9th Cir. 1998).....	43
<i>Mack Trucks, Inc. v. Int’l Union, UAW</i> , No. 07-3737, 2011 WL 1833108 (E.D. Pa. May 12, 2011)	40
<i>Marcus v. BMW of North America, LLC</i> , 687 F.3d 583 (3d Cir. 2012)	44
<i>McReynolds v. Merrill Lynch, Pierce, Fenner & Smith, Inc.</i> , 672 F.3d 482 (7 th Cir. 2012).....	59
<i>Mehling v. New York Life Ins. Co.</i> , 246 F.R.D. 467 (E.D. Pa. 2007)	39, 40
<i>Mullane v. Central Hanover Bank & Trust Co.</i> , 339 U.S. 306 (1950).....	72
<i>Ortiz v. Fibreboard Corp.</i> , 52 U.S. 815 (1999).....	35, 53, 54
<i>Petrovic v. Amoco Oil Co.</i> , 200 F.3d 1140 (8th Cir. 1999)	52
<i>Prandini v. National Tea Co.</i> , 585 F.2d 47 (3d Cir. 1978).....	30
<i>Rodriguez v. National City Bank</i> , 726 F.3d 372 (3d Cir. 2013)	37, 46
<i>Rolick v. Collins Pine Co.</i> , 925 F.2d 661 (3d Cir. 1991).....	70
<i>Stewart v. Abraham</i> , 275 F.3d 220 (3d Cir. 2001).....	48
<i>Sullivan v. DB Investors, Inc.</i> , 667 F.3d 273 (3d Cir. 2010).....	<i>passim</i>
<i>Tenuto v. Transworld Sys.</i> , No. 99-4228, 2001 WL 1347235 (E.D. Pa. Oct. 31, 2001).....	40, 46
<i>Trans Penn Wax Corp. v. McCandless</i> , 50 F.3d 217 (3d Cir. 1995)	63
<i>Trist v. First Federal Savings & Loan Assoc. of Chester</i> , 89 F.R.D. 1 (E.D. Pa. 1980)	74
<i>Turner v. Murphy Oil USA, Inc.</i> , 234 F.R.D. 597 (E.D. La. 2006)	36
<i>Wal-Mart Stores, Inc. v. Dukes</i> , 131 S.Ct. 2541 (U.S. 2011)	<i>passim</i>
<i>Winkler v. Eli Lilly & Co.</i> , 101 F.3d 1196 (7th Cir. 1996)	76

Zimmer Paper Prods., Inc. v. Berger & Montague, P.C., 758 F.2d 86 (3d Cir. 1985) 74

State Cases

Allen v. Kamp's Beauty Salon, Inc., 177 So. 2d 678 (Fla. Dist. Ct. App. 1965) 69

Alqurashi v. Party of Four, Inc., 89 A.D.3d 1047 (N.Y. App. Div. 2d Dept. 2011) 68

Anson v. Am. Motors Corp., 747 P.2d 581 (Ariz. Ct. App. 1987) 65

Benitez v. New York City Bd. of Educ., 73 N.Y.2d 650 (1989) 68

Bowen v. Eli Lilly & Co., Inc., 557 N.E.2d 739 (Mass. 1990)..... 66

Carr v. Anding, 793 S.W.2d 148 (Mo. Ct. App. 1990)..... 66

Collins v. Nat'l R.R. Passenger Corp., 9 A.3d 56 (Md. 2010) 69

Coomer v. Kansas City Royals Baseball Corp., Nos. WD 73984, WD 74040,
2013 WL 150838 (Mo. Ct. App. Jan. 15, 2013) 68

Dreyer-Lefevre v. Morissette, No. 56653, 2011 WL 2623955 (Nev. July 1, 2011) 66

Entergy Gulf States, Inc. v. Summers, 282 S.W.3d 433 (Tex. 2009)..... 71

Finlay v. Storage Tech. Corp., 764 P.2d 62 (Colo. 1988) 71

Fortier v. Los Rios Cmty. Coll. Dist., 52 Cal. Rptr. 2d 812 (Cal. App. 4th 1996) 68

Fox v. Ethicon Endo-Surgery, Inc., 110 P.3d 914 (Cal. 2005) 66

Funston v. Sch. Town of Munster, 849 N.E.2d 595 (Ind. 2006) 69

Garrett v. NationsBank, N.A. (S.), 491 S.E.2d 158 (Ga. App. 1997) 69

Glazier v. Keuka Coll., 275 A.D.2d 1039 (N.Y. App. Div. 2000)..... 68

Herrmann v. McMenomy v. Severson, 590 N.W.2d 641 (Minn. 1999) 66

Hunt v. Skaneateles Cent. Sch. Dist., 227 A.D.2d 939 (N.Y. App. Div. 1996)..... 68

Johnston v. Dow & Coulombe, Inc., 686 A.2d 1064 (Me. 1996) 66

Koenig v. Lambert, 527 N.W.2d 903 (S.D. 1995) 66

Koenig v. Lambert, 567 N.W.2d 220 (S.D. 1997) 66

Manor v. Nestle Food Co., 932 P.2d 628 (Wash. 1997)..... 71

Manor v. Nestle Food Co., 945 P.2d 1119 (Wash. 1997)..... 71

McDonald v. Levinson Steel Co., 302 Pa. 287 (1930) 70

McIntyre v. Balentine, 833 S.W.2d 52 (Tenn. 1992)..... 69

Pedersen v. Zielski, 822 P.2d 903 (Alaska 1991) 65

Roberts v. City of Alexandria, 246 Va. 17 (1993) 71

<i>Savino v. Robertson</i> , 652 N.E.2d 1240 (Ill. App. 1995)	68
<i>Smith v. McGittigan</i> , 376 So. 2d 598 (La. Ct. App. 1979)	69
<i>Stallings v. Food Lion, Inc.</i> , 539 S.E.2d 331 (N.C. App. 2000)	69
<i>Utilities Bd. of Opp v. Shuler Bros., Inc.</i> , No. 1111558, 2013 WL 3154011 (Ala. June 21, 2013).....	66
<i>Valley Elec., Inc. v. Doughty</i> , 528 P.2d 927 (Colo. Ct. App. 1974)	69
<i>Washington Indep. Tel. Ass’n v. Washington Utilities & Transp. Comm’n</i> , 64 P.3d 606 (Wash. 2003).....	71
<i>Young v. Envtl. Air Products, Inc.</i> , 665 P.2d 40 (Ariz. 1983)	71
<i>Zamudio v. City & Cnty. of San Francisco</i> , 82 Cal. Rptr. 2d 664 (Cal. App. 1999)	71
<u>Federal Statutes</u>	
15 U.S.C. § 1691	37
28 U.S.C. § 1407	8, 60
28 U.S.C. § 1651(a)	76
28 U.S.C. § 2283	76
29 U.S.C. § 185	62, 63, 64
42 U.S.C. § 3605	37
<u>State Statutes</u>	
42 PA. CONS. STAT. ANN. § 7102	69
77 PA. CONS. STAT. ANN. § 52	70
ARIZ. REV. STAT. ANN. § 12-2505	69
CONN. GEN. STAT. § 52-584	66
IDAHO CODE ANN. § 5-219(4)	66
MASS. GEN. LAWS ANN. ch. 231, § 85	69
MICH. COMP. LAWS ANN. § 600.2959	69
MINN. STAT. ANN. § 604.01	69
N.Y.C.P.L.R. § 2-14	66
OHIO REV. CODE § 2315.19(B)(4)	69
TEX. CIV. PRAC. & REM. CODE ANN. § 33.001	69
VA.. CODE ANN. § 8.01-230	66

MEMORANDUM OF LAW

Having heard and appreciated the Court's concerns expressed in the Memorandum Opinion of January 14, 2014, D.E. # 5657, and the Order of the same date, D.E. # 5658, and after working extensively with the Court-appointed Special Master, Perry Golkin, Plaintiffs, Kevin Turner and Shawn Wooden ("Plaintiffs"), through their proposed Class Counsel,¹ and Defendants National Football League and NFL Properties LLC (collectively, "the NFL Parties" and, together with Plaintiffs, the "Settling Parties"), through their counsel, have negotiated and agreed to a new Class Action Settlement (or "Settlement")² that will resolve all claims against the NFL Parties and other Released Parties in the *In re: National Football League Players' Concussion Injury Litigation*, MDL 2323, and Related Lawsuits.³ Indeed, over the last six months, the Plaintiffs and the NFL Parties have benefited from the advice, wisdom and financial expertise of Special Master Golkin. Through this process, the Settling Parties became so confident in the prior actuarial assumptions and projections that an agreement to uncap the amount of the Monetary Award Fund was reached in order to address the Court's concern that all eligible Class Members over the 65-year lifespan of the deal would be compensated at the significant award levels for which the deal provided. Staying true to the initial deal, the Plaintiffs insisted upon maintaining the same significant award levels and maintaining the NFL

¹ The proposed Class Counsel are Christopher A. Seeger, Sol Weiss, Arnold Levin, Dianne M. Nast, Steven C. Marks, and Gene Locks. Additionally, the proposed Co-Lead Class Counsel are Christopher A. Seeger and Sol Weiss. Arnold Levin is proposed as Subclass Counsel for Subclass 1 and Dianne M. Nast is proposed as Subclass Counsel for Subclass 2.

² Riddell, Inc., Riddell Sports Group Inc., All American Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton-Bell Sports, LLC, and RBG Holdings Corp. are not parties to the proposed Settlement.

³ Except where otherwise noted, the capitalized terms in this Memorandum of Law are taken from, and have the same meaning as those in, the Settlement Agreement, submitted herewith as Exhibit B to the Motion which this Memorandum of Law supports.

Parties' obligation to pay for the costs and expenses of claims administration. For their part, the NFL Parties insisted upon including language in the new Settlement Agreement specifically describing anti-fraud measures to be included in the administration process.

The clear benefits of an uncapped class action settlement fund have been recognized by the United States Court of Appeals for the Third Circuit. *In re Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d 283, 328 (3d Cir. 1998). The Honorable Anthony J. Scirica noted that the fact that "the potential class recovery is uncapped ... weighs strongly in favor of the settlement." *Id.* Judge Scirica also recognized the value in the defendant agreeing to bear all administrative costs and counsel fees. *Id.* at 329 ("By agreeing to cover these expenses, Prudential has ensured that the administrative and legal costs of the settlement will not diminish the class recovery."). Similarly, here, the uncapped fund, in combination with the NFL Parties' agreement to pay for Class Notice, certain administrative costs and class attorneys' fees and reasonable costs, should quell any concerns the Court has about the fairness, reasonableness and adequacy of the proffered settlement.

This Memorandum of Law is submitted in support of the Motion of Proposed Class Counsel for an Order: (1) granting Preliminary Approval of the Class Action Settlement Agreement; (2) conditionally certifying a Settlement Class and Subclasses; (3) appointing Co-Lead Class Counsel, Class Counsel, and Subclass Counsel; (4) approving dissemination of Class Notice; (5) scheduling a Fairness Hearing; and (6) staying matters as to the Released Parties and enjoining proposed Settlement Class Members from pursuing Related Lawsuits ("Motion for Preliminary Approval and Class Certification" or "Motion"), brought pursuant to Federal Rules

of Civil Procedure 23(a), 23(b)(3) and 23(e). This Motion is unopposed by the NFL Parties.⁴ For the reasons set forth below, Plaintiffs respectfully submit that this Class Action Settlement is within the “range of possible approval” under FED. R. CIV. P. 23(e) and request that the Court enter the proposed Preliminary Approval and Class Certification Order finding that: preliminarily, the Settlement is fair, reasonable, and adequate; the requirements for conditionally certifying the Settlement Class and Subclasses, for settlement purposes only, under Rules 23(a)(1)-(4) and 23(b)(3), have been met; and Settlement Class Members should be notified of the terms of the Settlement and of their rights in connection therewith.

Accordingly, Plaintiffs request that the Court: (1) approve the Long-Form Notice and Summary Notice submitted herewith; (2) approve the Class Notice Plan; (3) establish dates for the mailing and publication of Class Notice, the submission of opt out notices and objections to the Settlement, and other relevant deadlines; and (4) schedule a Fairness Hearing to determine whether the Settlement should be given final approval. In addition, Plaintiffs request that the instant litigation and all other Related Lawsuits against the Released Parties be stayed pending final approval of the Settlement, and that all Settlement Class Members be enjoined from continuing or commencing litigation against Released Parties, other than for claims for workers’ compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits, in any other forum based on, relating to, or arising out of the claims and causes of action, or the

⁴ The parties reserve all of their rights, including the right to propose or oppose class certification of a litigation class or class certification of a settlement class in the future, and the right to raise or to object to any argument presented here or not raised herein concerning any current or future litigated issue, should the Settlement Agreement be terminated or not consummated for any reason, or should any portion of the litigation proceed. Section C of the Argument section of this Memorandum discusses some of the anticipated arguments of the respective parties absent a Settlement at this juncture. The inclusion herein of such anticipated arguments is not, and shall not be deemed, an acquiescence, admission, or agreement by any party as to the viability or strength of the opposing party’s argument, should the litigation continue.

facts and circumstances at issue, in the Class Action Complaint, Related Lawsuits and/or the Released Claims, unless and until the Settlement Class Member is excluded from the Settlement Class, the Court denies approval of the Class Action Settlement, or the Settlement Agreement is otherwise terminated.

I. INTRODUCTION

In July 2011, the first lawsuit was filed by Retired NFL Football Players against the NFL Parties related to the NFL Parties' alleged actions (and inactions) with regard to alleged concussion-related injuries. Since then, more than 5,000 former players have filed substantially similar lawsuits. This Class Action Settlement represents the proposed resolution of these and thousands of other Retired NFL Football Players' claims.

The Class Action Settlement now before the Court for preliminary approval provides that the NFL Parties will make all payments over a period of years to create a:

- Baseline Assessment Program ("BAP") Fund that will offer eligible Retired NFL Football Players one baseline neuropsychological and neurological examination to determine the existence and extent of any cognitive deficits, and in the event retired players are found to suffer from moderate cognitive impairment ("Level 1 Neurocognitive Impairment") (as defined in Exhibit 1 to the Settlement Agreement), certain supplemental benefits in the form of specified medical treatment and/or evaluation, including, as needed, counseling and pharmaceutical coverage (up to \$75 million will be used to fund the BAP, inclusive of the costs to administer it);
- Monetary Award Fund that will provide cash for 65 years to Retired NFL Football Players, their representatives, and their families for Qualifying

Diagnoses (as defined in Exhibit 1 to the Settlement Agreement) of Level 1.5 Neurocognitive Impairment (early Dementia), Level 2 Neurocognitive Impairment (moderate Dementia), Amyotrophic Lateral Sclerosis (“ALS”), Alzheimer’s Disease, Parkinson’s Disease, and/or Death with chronic traumatic encephalopathy (“CTE”), without requiring any proof of causation (while uncapped now, the Settling Parties remain confident in the projected value of this Fund at \$675 million); and

- Education Fund that will fund education programs promoting safety and injury prevention in football players, including youth football players, and the education of Retired NFL Football Players regarding the NFL’s medical and disability benefits programs and initiatives (\$10 million will be used exclusively to fund the Education Fund).

Additionally, the NFL Parties will pay the cost of Class Notice and the compensation for a Special Master to oversee aspects of the Settlement.

The Settlement is for the benefit of a proposed nationwide Settlement Class, consisting of three types of claimants, each of which is ascertainable based on objective criteria: (1) Retired NFL Football Players; (2) authorized representatives, ordered by a court or other official of competent jurisdiction, of deceased or legally incapacitated or incompetent Retired NFL Football Players (“Representative Claimants”); and (3) close family members of Retired NFL Football Players or any other persons who properly under applicable state law assert the right to sue by virtue of their relationship with the Retired NFL Football Player (“Derivative Claimants”). The Settlement Class is composed of two Subclasses: (1) Retired NFL Football Players who were *not* diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class

Certification Order (and their Representative Claimants and Derivative Claimants); and (2) Retired NFL Football Players who *were* diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order (and their Representative Claimants and Derivative Claimants) and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE.

II. FACTUAL BACKGROUND

A. Plaintiffs' Claims

Plaintiffs, Kevin Turner and Shawn Wooden, are Retired NFL Football Players who allegedly suffered concussive and sub-concussive head injuries while playing football in the NFL. Mr. Turner played eight (8) seasons in the NFL for the New England Patriots and the Philadelphia Eagles. Mr. Wooden played in the NFL for nine (9) seasons for the Miami Dolphins and the Chicago Bears. The Class Action Complaint (the “Complaint”), filed on January 6, 2014, alleges generally that the NFL Parties breached their duties to Plaintiffs by failing to take reasonable actions to protect players from the chronic risks created by concussive and sub-concussive head injuries and that the NFL Parties concealed those risks. Plaintiffs contend that, for many decades, evidence has linked repetitive head injuries to long-term neurological problems in many sports, including football. Plaintiffs further contend that the NFL Parties, as the organizers, marketers, and the face of the most popular sport in the United States, in which head injuries are a regular occurrence and in which players are at risk for head injuries, were aware of the evidence and the risks associated with repetitive traumatic brain injuries, but failed to take reasonable action to address the risks and deliberately ignored and actively

concealed the information from Plaintiffs. The Complaint seeks injunctive relief, medical monitoring, and financial compensation for the long-term cognitive injuries, financial losses, expenses, and intangible losses suffered by the Plaintiffs and proposed Class, as a result of the NFL Parties' alleged tortious conduct, including negligence and misrepresentations.⁵

B. Formation of the NFL Players' Concussion Injury Multidistrict Litigation

On July 19, 2011, seventy-three (73) former NFL players and certain of their wives filed a complaint in the Superior Court of California against the NFL Parties and the Riddell Defendants alleging, among other things, that the NFL Parties breached a duty to protect the health and safety of its players by failing to warn and protect them against the long-term risks associated with football-related concussions. *See* Complaint, *Maxwell v. National Football League*, BC465842 (Super. Ct. Cal. July 19, 2011). Shortly thereafter, two more groups of former NFL players filed substantially similar complaints in California state court, and a fourth group of plaintiffs filed a substantially similar complaint in the Eastern District of Pennsylvania. *See* Complaint, *Pear v. National Football League*, LC094453 (Super. Ct. Cal. Aug. 3, 2011); Complaint, *Easterling v. National Football League*, 2:11-cv-05209 (E.D. Pa. Aug. 17, 2011); Complaint, *Barnes v. National Football League*, BC468483 (Super. Ct. Cal. Aug. 26, 2011). The NFL Parties removed the state cases to federal court on the basis of federal preemption under the Labor Management Relations Act ("LMRA").

This multi-district litigation was established on January 31, 2012 when the Judicial Panel on Multidistrict Litigation ("JPML") transferred these four actions to the Eastern District of

⁵ The Class Action Complaint includes claims for medical monitoring, negligent misrepresentation, pre-1968 negligence, post-1968 negligence, negligence from 1987-1993, post-1994 negligence, negligent hiring, negligent retention, fraudulent concealment, fraud, wrongful death and survival actions, civil conspiracy based on fraudulent concealment, and loss of consortium.

Pennsylvania pursuant to 28 U.S.C. § 1407. *See In re National Football League Players' Concussion Injury Litigation*, MDL 2323, 842 F. Supp.2d 1378 (J.P.M.L. 2012). The JPML found that these cases “share factual issues arising from allegations against the NFL stemming from injuries sustained while playing professional football, including damages resulting from the permanent long-term effects of concussions while playing professional football in the NFL” and that “centralization under Section 1407 in the Eastern District of Pennsylvania will serve the convenience of the parties and witnesses and promote the just and efficient conduct of the litigation.” *Id.* at 1379. At the time of argument before the JPML in January 2012, there were sixteen potentially related actions pending against the NFL Parties. *Id.* at 1378. Since that time, over 125 cases have been directly filed in the MDL or removed from Pennsylvania state court to the MDL, and additional cases have been transferred to the MDL by the JPML. Currently, there are 325 cases consolidated in the MDL, consisting of both individual lawsuits and class actions. There are also several actions against Member Clubs that have been consolidated in this MDL and that will be resolved in connection with this proposed Settlement. In addition, there are six cases that remain pending in various state courts or other federal courts against the NFL Parties or other Released Parties, including Member Clubs, that assert similar allegations to those asserted in the MDL proceedings.

C. Proceedings in this Court

The Court's Case Management Order 1 set a date of April 25, 2012 for the initial conference of this MDL. At the April 25 status conference, the Court selected Christopher A. Seeger of Seeger Weiss LLP as Plaintiffs' Co-Lead Counsel for the MDL proceedings, and requested that another co-lead counsel from a Philadelphia-based firm also be selected. Docket Entry (“D.E.”) # 64. Plaintiffs selected Sol Weiss of Anapol Schwartz as Co-Lead Counsel.

D.E. # 72. Plaintiffs also created a Plaintiffs' Executive Committee ("PEC") and Steering Committee composed of various of the counsel for plaintiffs in the cases pending before the Court, which the Court approved. *Id.* The PEC includes proposed Class Counsel, Gene Locks and Steven C. Marks, and the Steering Committee includes proposed Subclass Counsel, Arnold Levin and Dianne M. Nast.

The Court established a schedule for Plaintiffs to file Master Administrative Complaints and for the NFL Parties to brief the threshold legal issue of whether Plaintiffs' claims were preempted by federal labor law. D.E. # 64. Plaintiffs filed a Master Administrative Long-Form Complaint, D.E. # 83, and a Master Administrative Class Action Complaint for Medical Monitoring, D.E. # 84, on June 7, 2012. Plaintiffs then filed an Amended Master Administrative Long-Form Complaint, D.E. # 2642, on July 17, 2012. The NFL Parties filed motions to dismiss Plaintiffs' Master Administrative Complaints on preemption grounds on August 30, 2012, D.E. ## 3589, 3590, and Plaintiffs opposed, D.E. ## 4130-34. The NFL Parties filed replies, D.E. ## 4254-55, and Plaintiffs' sur-replies closed the briefing, D.E. ## 4589, 4591. The Court heard oral argument on the motions on April 9, 2013, and the Court's ruling remains pending.

D. Mediation

On July 8, 2013, the Court ordered Plaintiffs and the NFL Parties to enter mediation. The Court appointed retired United States District Court Judge Layn R. Phillips as the mediator, and ordered that Judge Phillips report back to the Court on or before September 3, 2013, with the results of mediation. The Court held its ruling on the NFL Parties' motions to dismiss on preemption grounds in abeyance until the September 3, 2013 deadline, and instructed the Settling Parties and their counsel to refrain from publicly discussing the mediation process or disclosing any discussions they may have as part of that process, without further order of the Court. In

addition to proposed Co-Lead Class Counsel for Plaintiffs, Christopher A. Seeger and Sol Weiss, proposed Class Counsel, Steven C. Marks and Gene Locks, and proposed Subclass Counsel, Arnold Levin and Dianne M. Nast, were brought into the mediation on behalf of Plaintiffs.

Following his appointment by the Court, Judge Phillips actively supervised and participated in the mediation process, and he regularly kept the Court apprised of the status of the process. Judge Phillips presided over numerous negotiation/mediation sessions, including in-person and telephonic meetings with counsel, either jointly or in separate groups. The mediation process culminated in the execution of a Term Sheet on August 29, 2013. *See* Declaration of Mediator and Former United States District Court Judge Layn R. Phillips attached to the Motion for Preliminary Approval and Class Certification (“Phillips Declaration”) as Exhibit D.

It is noteworthy that the Monetary Award Grid, *see* Exhibit 3 to the Settlement Agreement (Exhibit B-3 to the underlying Motion), under the current Settlement Agreement which provides for what the Court characterized as “significant award levels,” remains unchanged from that which was originally negotiated by the Settling Parties with the assistance of Judge Phillips, who opined that the Settlement was fair and reasonable. *See* Exhibit D to the underlying Motion, at ¶¶ 18 and 19.

E. Public Announcement of the Proposed Settlement

On August 29, 2013, the Court announced that “in accordance with the reporting requirements in [its] order of July 8, 2013, the Honorable Layn Phillips, the court-appointed mediator, informed [the Court] that the plaintiffs and the NFL defendants had signed a Term Sheet incorporating the principal terms of a settlement.” D.E. # 5235. In its Order, the Court reserved judgment on the fairness and adequacy of the Settlement pending the Settling Parties’ presentation to the Court of the Settlement Agreement, along with motions for preliminary and

final approval. *Id.* Thereafter, the Settling Parties negotiated the Settlement Agreement that was submitted for Preliminary Approval in January 2014.

F. Court Appointment of a Special Master

On December 16, 2013, pursuant to Fed. R. Civ. P. 53, the Court appointed Perry Golkin to serve as Special Master to assist the Court in evaluating the economic aspects of the proposed settlement in view of its financial complexities. D.E. # 5607. Mr. Golkin agreed to serve in this capacity without compensation. All expenses reasonably necessary to fulfill his duties will be shared equally by the Plaintiffs and the NFL Parties prior to final approval, and the allocation may be adjusted at the time of final approval.

Upon final approval, the Court will appoint a Special Master for five-year terms with input from the Co-Lead Class Counsel and Counsel for the NFL Parties for so long as the Court believes such appointments are necessary. The annual compensation of the Special Master (not to exceed \$200,000) and his/her reasonable out-of-pocket costs and expenses shall be paid from the Monetary Award Fund (which, in turn, is funded by the NFL Parties).

G. Court's Denial Without Prejudice of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and Review of Supporting Documentation by the Special Master

Following months of further negotiations on numerous specifics details related to the agreement in principal reached in the Term Sheet, the Plaintiffs and the NFL Parties ultimately agreed upon a Class Action Settlement Agreement, and on January 6, 2014, Proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel moved for the entry of the Proposed Preliminary Approval and Class Certification Order. D.E. # 5634. The Class Action Complaint, *Turner, et al. v. National Football League, et al.*, C.A. No. 14-29, also was filed on January 6, 2014.

On January 14, 2014, this Court denied the motion without prejudice. D.E. # 5657. The Court praised the “commendable effort” of the parties to reach the negotiated class action settlement, but expressed concern as to the adequacy of the proposed \$675 million Monetary Award Fund, in light of the 65-year lifespan of the Monetary Award Fund, the Settlement Class size of more than 20,000 members and the potential magnitude of the awards. The Court acknowledged that Plaintiffs had represented that their economists had conducted analyses to ensure that there would be sufficient funding to provide benefits to all eligible Class Members, given the size of the Settlement Class and projected incidence rates of all Retired NFL Football Players who may receive Qualifying Diagnoses. The Court directed the parties to share the documentation described in their submissions with the Special Master. D.E. # 5658.

Guided by the Court’s Memorandum Opinion and the Special Master, the parties worked from January to June to provide the Court with the assurance that “all Retired NFL Football Players who ultimately receive a Qualifying Diagnosis or their related claimants will be paid.” *See* D.E. # 5657, at p. 10. These further analyses led to an uncapping of the deal and the new Settlement Agreement which is attached to the Motion which this Memorandum supports. Under the current Settlement Agreement the NFL Parties must pay all valid claims for the next 65 years, and the Monetary Award Fund is no longer fixed at \$675 million. However, the significant award levels detailed in the Monetary Award Grid, attached as Exhibit B-3 to the Motion which this Memorandum supports, remain unchanged. While the Settling Parties remain undeterred in their belief that the \$760 million deal originally struck would have been sufficient to compensate all Class Members with valid claims over the term of the Monetary Award Fund, the Settling Parties have now guaranteed payment of all valid claims without any concern that the Settling Parties’ projections might have been inaccurate due to some unpredictable or

unforeseen events. In exchange for agreeing to uncap the deal, the NFL Parties required the inclusion in the new Settlement Agreement of additional measures designed to prevent fraudulent claims. Nevertheless, under the new deal, the NFL Parties remain responsible to provide all of the funding for the Monetary Award Fund, the BAP, and the Education Fund, as well as paying, either directly or through their funding of the Monetary Award Fund or the BAP, for the Class Notice costs, class attorneys' fees, and the fees and expenses of the Special Master, the Claims Administrator, and the BAP Administrator and certain fees of the Lien Resolution Administrator.

III. MATERIAL TERMS OF THE SETTLEMENT

A. Settlement Class and Subclasses

The Settlement provides that the NFL Parties shall pay all Monetary Awards and Derivative Claimant Awards to Settlement Class Members who qualify for such awards, up to \$75 million for the BAP, \$10 million for the Education Fund, plus the cost for Class Notice, for the benefit of a nationwide Settlement Class consisting of three types of Claimants:

(1) All living NFL Football Players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club ("Retired NFL Football Players");

(2) Authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players ("Representative Claimants"); and

(3) Spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player (“Derivative Claimants”).

The Settlement Class consists of two Subclasses: Subclass 1 is defined as Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order, and their Representative Claimants and Derivative Claimants; and Subclass 2 is defined as Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE. A Qualifying Diagnosis is defined as Level 1.5 Neurocognitive Impairment (early Dementia), Level 2 Neurocognitive Impairment (moderate Dementia), Alzheimer’s Disease, Parkinson’s Disease, ALS, and/or Death with CTE (post-mortem diagnosis prior to the date of the Preliminary Approval and Class Certification Order). *See* Exhibit 1 (Injury Definitions) to Settlement Agreement.

The proposed Settlement Class is clearly defined. Membership is ascertainable from the NFL Parties’ records, the NFL’s pension plans, and other objective criteria. Current NFL Football players are *not* included in the proposed Settlement Class. Additionally, persons who tried out for a Member Club or team of the American Football League, World League of American Football, NFL Europe League or NFL Europa League, but did not make a preseason,

regular season or postseason roster, practice squad, developmental squad, or taxi squad, are *not* included in the proposed Settlement Class.

B. Settlement Benefits

The proposed Settlement provides three potential sources of benefits for Settlement Class Members. First, the BAP provides eligible Retired NFL Football Players the opportunity to obtain baseline neuropsychological and neurological examinations within a specified time period to determine whether they suffer from any cognitive impairment, and if so, to what degree. For players diagnosed with Level 1 Neurocognitive Impairment,⁶ BAP Supplemental Benefits will be provided based on need, and may include medical treatment and/or examination by Qualified BAP Providers, counseling and pharmaceuticals. Second, Retired NFL Football Players diagnosed with Level 1.5 Neurocognitive Impairment (early Dementia),⁷ Level 2 Neurocognitive

⁶ Level 1 Neurocognitive Impairment is defined as follows:

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 1 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a decline in cognitive function.

(ii) Evidence of moderate cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating scale Category 0.5 (Questionable) in the areas of Community Affairs, Home & Hobbies, and Personal Care.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) Level 1 Neurocognitive Impairment, for the purposes of this Settlement Agreement, may only be diagnosed by Qualified BAP Providers during a BAP baseline assessment examination, with agreement on the diagnosis by the Qualified BAP Providers.

⁷ Level 1.5 Neurocognitive Impairment is defined to be:

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 1.5 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function.

(ii) Evidence of a moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and

Impairment (moderate Dementia),⁸ ALS, Alzheimer's Disease, or Parkinson's Disease, and representatives of certain deceased Retired NFL Football Players diagnosed post-mortem with

memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating (CDR) scale Category 1.0 (Mild) in the areas of Community Affairs, Home & Hobbies, and Personal Care. Such functional impairment shall be corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis. In the event that no documentary evidence of functional impairment exists or is available, then (a) there must be evidence of moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the Retired NFL Football Player's functional impairment, as described above, must be corroborated by a third-party sworn affidavit from a person familiar with the Retired NFL Football Player's condition (other than the player or his family members), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) For living Retired NFL Football Players diagnosed outside of the BAP, a diagnosis of Level 1.5 Neurocognitive Impairment, *i.e.*, early dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 1(a)(i)-(iv) above, made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(c) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Level 1.5 Neurocognitive Impairment, *i.e.*, early dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 1(a)(i)-(iv) above, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology or neurocognitive disorders, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

⁸ Level 2 Neurocognitive Impairment is defined to be:

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 2 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function.

(ii) Evidence of a severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating (CDR) scale Category 2.0 (Moderate) in the areas of Community Affairs, Home & Hobbies, and Personal Care. Such functional impairment shall be corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis. In the event that no documentary evidence of functional impairment exists or is available, then (a) there must be evidence of severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the Retired NFL Football Player's functional impairment, as described above, must be corroborated by a third-party

CTE⁹ will be eligible for a cash Monetary Award from the Monetary Award Fund, based on the retired player's age at the time of diagnosis, the number of NFL Football seasons played, and other applicable offsets agreed to by the Settling Parties. Representative and Derivative Claimants may apply for a Monetary Award as well. Third, the Settlement will establish an Education Fund to fund education programs promoting safety and injury prevention with regard to football players, including safety-related initiatives in youth football, and to educate Retired NFL Football Players regarding the NFL's medical and disability programs and other educational programs and initiatives.

Importantly, the Settlement does *not* require Settlement Class Members to prove that the Retired NFL Football Player's cognitive injuries were caused by NFL-related concussions or sub-concussive head injuries. Upon timely submission of a complete Claim Package, the Settlement Class Member will be eligible to receive benefits in accordance with the Settlement Agreement.

sworn affidavit from a person familiar with the Retired NFL Football Player's condition (other than the player or his family members), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) For living Retired NFL Football Players diagnosed outside of the BAP, a diagnosis of Level 2 Neurocognitive Impairment, *i.e.*, moderate dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 2(a)(i)-(iv) above, unless the diagnosing physician can certify in the Diagnosing Physician Certification that certain testing in 2(a)(i)-(iv) is medically unnecessary because the Retired NFL Football Player's dementia is so severe, made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(c) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Level 2 Neurocognitive Impairment, *i.e.*, moderate dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 2(a)(i)-(iv) above, unless the diagnosing physician can certify in the Diagnosing Physician Certification that certain testing in 2(a)(i)-(iv) was medically unnecessary because the Retired NFL Football Player's dementia was so severe, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology or neurocognitive disorders, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

⁹ ALS, Alzheimer's Disease, Parkinson's Disease and Death with Chronic Traumatic Encephalopathy are defined specifically in the Injury Definitions attached as Exhibit 1 to the Settlement Agreement.

Registration for Settlement benefits will be overseen by the Claims Administrator, who will establish and administer both online and hard copy registration methods. Unless good cause is shown, individuals must register within 180 days from the date that the Claims Administrator provides notice of registration methods and requirements. Purported Settlement Class Members and the NFL Parties, in certain circumstances, may challenge registration determinations to the Claims Administrator and may appeal that determination to the Court (which may, in its discretion, refer the matter to the Special Master), whose decision shall be final and binding.

Notably, Retired NFL Football Players are not precluded from participating in the Settlement as a result of having received benefits related to neurocognitive injuries pursuant to benefit programs provided under a Collective Bargaining Agreement (“CBA”) with the NFL (*e.g.*, the 88 Plan) or because they signed releases and covenants not to sue the NFL pursuant to the Neuro-Cognitive Disability Benefit under Article 65 of the 2011 CBA. The NFL Parties have agreed not to assert any defense or objection to a Settlement Class Member’s receipt of benefits under the Settlement Agreement on the ground that he executed the Article 65 release and covenant not to sue. As discussed below, apart from and in addition to Settlement benefits, Retired NFL Football Players are entitled to seek all applicable bargained-for benefits in the Collective Bargaining Agreements with the NFL.

1. Baseline Assessment Program

The Settlement will create a BAP to evaluate retired players objectively for evidence of cognitive decline and provide medical treatment and further testing for any player found to be suffering from Level 1 Neurocognitive Impairment. In addition to detecting any cognitive impairment, the results of BAP examinations can be used as a comparison against any future tests to determine whether a Retired NFL Football Player’s cognitive abilities have deteriorated.

The BAP examinations also serve to inform Retired NFL Football Players and their families of the player's current level of cognitive functioning. The NFL Parties will make an initial deposit of \$35 million to fund the BAP, and will pay an additional \$40 million to continue funding the BAP, as necessary.

A BAP Administrator will be appointed to set up a network of qualified medical providers ("Qualified BAP Providers") to administer the baseline assessment examinations for Retired NFL Football Players. A Special Master will be appointed for successive 5-year terms to oversee the BAP Administrator, among other responsibilities.¹⁰

All Retired NFL Football Players who are credited with at least one-half of an Eligible Season, as described below, and who timely register to participate in the Class Action Settlement, may participate in the BAP and receive a baseline assessment examination. A baseline assessment examination includes a detailed, standardized neuropsychological examination performed by a neuropsychologist certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology, and a basic neurological examination performed by a board-certified neurologist. The deadline for receiving a baseline assessment examination depends on the age of the Retired NFL Football Player as of the Effective Date of the Settlement Agreement. Retired

¹⁰ In addition to overseeing the BAP Administrator, the Special Master will oversee the functions of the Claims Administrator, appointed to process claims for Monetary Awards and Derivative Claimant Awards, as described below. If and when the Court determines, in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties, that the successive 5-year terms for the Special Master should conclude, the Special Master's role and responsibilities will revert to the Court. The NFL Parties have agreed that the annual compensation of the Special Master, which is capped at \$200,000 per year, as well as his/her reasonable costs and expenses, will be paid by the Monetary Award Fund, which is funded by the NFL Parties. The NFL Parties have agreed that the reasonable compensation, and reasonable out-of-pocket costs and expenses of the Claims Administrator also will be paid by the Monetary Award Fund, funded by the NFL Parties. The BAP Fund (funded by the NFL Parties) will pay the reasonable compensation, and reasonable out-of-pocket costs and expenses of the BAP Administrator.

NFL Football Players 43 or older as of the Effective Date, and who elect to participate in the BAP, must receive the baseline assessment examination within two years of the Effective Date. Retired NFL Football Players under the age of 43 as of the Effective Date, and who elect to participate in the BAP, must receive the baseline assessment examination within 10 years after commencement of the BAP, or before they turn 45, whichever occurs first. In the event a Retired NFL Football Player who is a member of Subclass 1 does not participate in the BAP, he remains eligible for a Monetary Award if he develops a Qualifying Diagnosis, except that any such Monetary Award will be reduced by ten percent (except for a diagnosis of ALS), unless the Retired NFL Football Player received his Qualifying Diagnosis prior to his deadline to receive a BAP baseline assessment examination.

Retired NFL Football Players who are diagnosed during a BAP baseline assessment examination with Level 1 Neurocognitive Impairment will receive BAP Supplemental Benefits that entitle them to medical testing and/or treatment, including, as needed, counseling and pharmaceutical coverage, within a network of Qualified BAP Providers and Qualified BAP Pharmacy Vendors. If Retired NFL Football Players are diagnosed with Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment during a BAP baseline assessment examination, they may seek a cash Monetary Award from the Monetary Award Fund.

A web portal linked to the Settlement Website will be set up to assist Settlement Class Members with access to BAP services. All eligible Retired NFL Football Players will be encouraged to take advantage of the BAP. Further, subject to the reasonable informed consent of Retired NFL Football Players, in compliance with applicable privacy and health laws, and any other customary authorization, medical data generated through the Class Action Settlement will

be made available for use by those conducting medical research in cognitive impairment, safety and injury prevention.

2. Monetary Awards and Derivative Claimant Awards

The largest component of the Settlement is the Monetary Award Fund, which funds provide for payment of cash Monetary Awards and Derivative Claimant Awards to Retired NFL Football Players diagnosed with Qualifying Diagnoses, as set forth in the Injury Definitions (attached as Exhibit 1 to the Settlement Agreement), and their Representative and Derivative Claimants. A Qualifying Diagnosis is defined as Level 1.5 Neurocognitive Impairment (early Dementia), Level 2 Neurocognitive Impairment (moderate Dementia), Alzheimer's Disease, Parkinson's Disease, ALS and/or Death with CTE (post-mortem diagnosis prior to the date of the Preliminary Approval and Class Certification Order). Qualifying Diagnoses shall be made by Qualified MAF Physicians, Qualified BAP Providers or otherwise appropriately credentialed medical professionals, as set forth in the Injury Definitions (*id.*) and Section 6.3 of the Settlement Agreement. Details regarding the Retired NFL Football Player's Qualifying Diagnosis must be provided with the Settlement Class Member's Claim Package or Derivative Claim Package and will form the basis for the Claims Administrator's review and award determination.

a) Maximum Awards

The *maximum* Monetary Award for each Qualifying Diagnosis category is as follows:

Qualifying Diagnosis	Maximum Award
ALS	\$5 million
Death with CTE	\$4 million
Alzheimer's Disease	\$3.5 million
Parkinson's Disease	\$3.5 million
Level 2 Neurocognitive Impairment	\$3 million
Level 1.5 Neurocognitive Impairment	\$1.5 million

Monetary Awards will be processed by a Claims Administrator appointed by the Court. The costs of the Claims Administrator will be paid from the Monetary Award Fund, which is funded by the NFL Parties. Monetary Awards are based on the particular Qualifying Diagnosis that the retired player receives and will be downwardly adjusted based on the retired player's age at the time of that diagnosis and all other applicable Offsets. Generally, the younger a Retired NFL Football Player is when he receives a Qualifying Diagnosis, the greater the base compensation for the Monetary Award. *See* Monetary Award Grid, at Exhibit 3 to the Settlement Agreement. Conversely, the older a Retired NFL Football Player is when he receives a Qualifying Diagnosis, the lower the base compensation for the Monetary Award. At age 80 or older, the base Monetary Award for ALS becomes fixed at \$300,000, before application of Offsets. *Id.* The base Monetary Awards for Retired NFL Football Players diagnosed at age 80 or older with Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or Death with CTE are fixed at \$50,000, before application of Offsets, and for Level 1.5 Neurocognitive Impairment, the base award is fixed at \$25,000, before application of Offsets. *Id.* The Award levels based on a Retired NFL Football Player's age at the time of the Qualifying Diagnosis and the percentage reduction of any applicable Offsets are laid out in the Settlement Agreement and Monetary Award Grid attached thereto.

All Monetary Awards will be adjusted upwards annually for inflation, beginning one year after the Effective Date, up to 2.5% per year, the precise amount subject to the sound judgment of the Special Master (or the Court if such time comes that the Co-Lead Class Counsel and Counsel for the NFL Parties agree that the Special Master's role is no longer necessary), based on consideration of the Consumer Price Index for Urban Consumers (CPI-U).

b) Supplemental Awards

If, after receiving an initial Monetary Award, a Retired NFL Football Player becomes eligible for a larger Award (after Offsets) because of a different Qualifying Diagnosis, the retired player will be provided with a Supplemental Monetary Award to ensure that the retired player receives the maximum award to which he is entitled.

c) Credited Eligible Seasons

Retired NFL Football Players who are credited with at least five Eligible Seasons will receive the maximum Monetary Award for their injury and their age, absent other applicable Offsets. For Retired NFL Football Players with fewer than five Eligible Seasons, the Monetary Award will be reduced anywhere between 10% (for players with 4.5 Eligible Seasons) and 97.5% (for players with 0 Eligible Seasons), as set forth in the following chart.

Number of Credited Eligible Seasons	Percentage of Reduction in Monetary Award
4.5	10%
4.0	20%
3.5	30%
3.0	40%
2.5	50%
2.0	60%
1.5	70%
1.0	80%
0.5	90%
0	97.5%

Pursuant to the Settlement Agreement, a Retired NFL Football Player earns one Eligible Season for each season in which the retired player was on an NFL or AFL Member Club's Active List on the date of three or more regular season or postseason games, or on the date of one or more regular or postseason games and then spent two regular or postseason games on a Member Club's injured reserve list or inactive list due to a concussion or head injury. A Retired

NFL Football Player earns one-half of an Eligible Season for each season in which the player was on an NFL or AFL Member Club's practice, developmental, or taxi squad for at least eight games, but for which he did not otherwise earn an Eligible Season. Time spent playing for the World League of American Football, NFL Europe League, and NFL Europa League does not count towards, and is specifically excluded from, the calculation of an Eligible Season. To determine the total number of Eligible Seasons credited to a player, all of the earned Eligible Seasons and half Eligible Seasons are summed together. For example, if a retired player has earned two Eligible Seasons and three half Eligible Seasons, he will be credited with 3.5 Eligible Seasons, and his award will be reduced by 30%.

d) Offsets

In addition to Offsets for shorter football careers, Monetary Awards may be reduced significantly (by 75%) for Retired NFL Football Players who prior to receiving a Qualifying Diagnosis suffered a medically diagnosed stroke, which occurred prior to or after the time the Retired NFL Football Player played NFL Football, or a Traumatic Brain Injury unrelated to NFL Football play (such as in an automobile accident) that occurs during or after the time the Retired NFL Football Player played NFL Football, reflecting a presumptive attribution of the retired player's injury to non-NFL Football causes. Retired NFL Football Players subject to these Offsets will have the opportunity to present clear and convincing evidence to the Claims Administrator that the stroke or brain injury is not related to the Qualifying Diagnosis in order to avoid the Offset.

In addition, as described above, a 10% reduction in Monetary Awards applies to those Qualifying Diagnoses obtained by Subclass 1 members outside the BAP (except for a diagnosis of ALS), unless the Retired NFL Football Player participates in the BAP or receives his

Qualifying Diagnosis prior to his deadline to receive a BAP baseline assessment examination. The purpose of this Offset is to encourage Retired NFL Football Players to make use of the BAP.

e) Lien Resolution

Once the Monetary Awards are calculated by the Claims Administrator, the Lien Resolution Administrator will administer the process for the identification and settlement of all applicable and legally enforceable liens, which may include, among others, those related to state or federal governmental payors, Medicare Parts A and B (as contemplated by the Medicare Secondary Payer Act, 42 U.S.C. § 1395y(b)), Medicare Part C or Part D plans, Medicaid, and other state or federal governmental healthcare programs with statutory reimbursement or subrogation rights (such as TRICARE, the Department of Veterans Affairs, and Indian Health Services). The amount of any lien(s) shall be deducted from the Monetary Award or Derivative Claimant Award, along with the costs of the Lien Administrator, except for the Lien Administrator's costs related to lien verification, which costs shall be borne by the Monetary Award Fund (which is funded by the NFL Parties).

f) Derivative Claimant Awards

Derivative Claimants will be entitled to 1% of the Monetary Award received by the Retired NFL Football Players or Representative Claimants (for deceased, incompetent, or incapacitated retired players) through whom the relationship is the basis of the claim (such that the Retired NFL Football Player or Representative Claimant will receive 99% of the Award). If there are multiple Derivative Claimants, the 1% award will be divided among them based on the laws of the state where the Retired NFL Football Player to whom they are related is domiciled.

g) Appeals

Settlement Class Members and the NFL Parties have a right to appeal either a determination of whether a Settlement Class Member is entitled to a Monetary Award or Derivative Claimant Award, or the amount of the Award. Co-Lead Class Counsel also have the right to submit papers in support of, or in opposition to, an appeal. Appeals will be overseen by the Court, which may seek the advice of a panel of physicians appointed by the Court, as defined in Section 2.1(g) of the Settlement Agreement (“Appeals Advisory Panel”) or the neuropsychologists selected to serve as consultants (“Appeals Advisory Panel Consultants”), as defined in Section 2.1(h). The Court may, in its discretion, refer the appeal to the Special Master, who also may seek advice from the Appeals Advisory Panel or the Appeals Advisory Panel Consultants. Appellants must present clear and convincing evidence in support of the appeal. To discourage appeals that lack merit, Settlement Class Members will be charged a fee of \$1,000 to appeal their claim determination; however, this sum will be refunded if the appeal is successful. The NFL Parties may appeal Monetary Award or Derivative Claimant Award determinations in good faith. If Co-Lead Class Counsel believe that the NFL Parties are submitting vexatious, frivolous or bad faith appeals, Co-Lead Class Counsel may petition the Court for the appropriate relief.

h) Funding

The Settling Parties consulted extensively with their own medical experts, actuaries, and economists, with the assistance of the court-appointed mediator. *See* Phillips Declaration, at ¶ 8. Plaintiffs’ economists conducted thorough analyses regarding funding the Settlement to ensure that there would be enough money to provide benefits to all eligible Settlement Class Members, taking into account the size of the proposed Settlement Class and projecting the incidence rates

of each Qualifying Diagnosis over the term of the Settlement. After hard-fought negotiations, the Settling Parties arrived at an aggregate sum that proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel believed was sufficient to compensate all Retired NFL Football Players who might be diagnosed with Qualifying Diagnoses and their Representative and Derivative Claimants.

However, in light of the Court's Memorandum Opinion of January 14, 2014 and Special Master Golkin's input, the parties opted to provide a guarantee that the Monetary Award Fund would be sufficient to provide compensation to all Retired NFL Football Players with Qualifying Diagnoses over the next 65 years. Through further hard-fought negotiations, the parties reached agreement on a new deal, the current Settlement Agreement, which includes an uncapped Monetary Award Fund and an affirmative obligation on the part of the NFL Parties to pay all valid claims.

Within six months after the Effective Date of the current Settlement Agreement, \$120 million earmarked for the Monetary Award Fund will be deposited into the Settlement Trust Account by the NFL Parties. The NFL Parties shall make additional monthly deposits, as needed, based upon monthly reports from the Claims Administrator. The Monetary Award Fund shall maintain a targeted reserve of \$10 million through the tenth year of its existence; a \$5 million reserve for its eleventh through fiftieth years; a \$1 million reserve for its fifty-first through sixtieth years; and a \$250,000 reserve through its sixty-fifth year. Proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel expect the 65-year term to be long enough to compensate the youngest Retired NFL Football Players in the event they develop Qualifying Diagnoses.

3. Education Fund

The NFL Parties have agreed to contribute \$10 million to establish an Education Fund for the benefit of the Settlement Class. This fund will support education, as directed by the Court with input from Co-Lead Class Counsel, Counsel for the NFL Parties, and medical experts, into cognitive impairment, safety and injury prevention with regard to football players. In addition, the Settling Parties have agreed that a portion of the Education Fund will be used to fund education programs benefiting Retired NFL Football Players and safety-related initiatives in youth football, among other programs, to be approved by the Court. The fund also will have an education component that will inform Retired NFL Football Players and their families about the NFL's medical and disability benefits programs and other programs and initiatives that would inure to their benefit.

4. Preservation of Collective Bargaining Benefits and Claims for Workers' Compensation

The Settlement preserves Retired NFL Football Players' rights to pursue any and all benefits under the current 2011 NFL Collective Bargaining Agreement, the 88 Plan, and any other current or future applicable collective bargaining agreement. Participation in the Settlement will not affect a Retired NFL Football Player's ability to pursue any bargained-for benefits, including the NFL's Neuro-Cognitive Disability Benefit.

In addition, the Settlement will ensure that the provision included in Article 65 of the current CBA, Section 2—requiring that players execute a release of claims and covenant not to sue in order to be eligible for the NFL's Neuro-Cognitive Disability Benefit—will not be enforced or used against the Settlement Class Members in connection with this Settlement, except if they exclude themselves from the Settlement Class. The NFL Parties have agreed not

to enforce that release with regard to Settlement benefits to the extent a Settlement Class Member previously signed it when submitting an application. Without the NFL's agreement on this point, certain Retired NFL Football Players would be barred from receiving any Settlement benefits and would be limited to benefits made available under the CBA only.

Moreover, as part of the release that Settlement Class Members will provide to the NFL Parties in exchange for the former's participation in the Settlement and right to Settlement benefits, Retired NFL Football Players will *not* be required to release or dismiss claims for workers' compensation or claims alleging entitlement to NFL CBA Medical and Disability Benefits.

5. Waiver of Causation, Statutes of Limitations, and Other Defenses

The Settlement eliminates many serious obstacles that Retired NFL Football Players would have faced in the litigation, as summarized below in more detail. Moreover, even within the confines of the Settlement, Retired NFL Football Players (and their Representative Claimants) with a Qualifying Diagnosis do not have to prove or submit any evidence of causation in order to receive Monetary Awards. IN OTHER WORDS, THEY DO *NOT* NEED TO SHOW THAT THEIR QUALIFYING DIAGNOSES RESULTED FROM CONCUSSIONS RELATED TO NFL FOOTBALL. They only need to provide a qualified medical professional's diagnosis of a Qualifying Diagnosis and timely and completely submit the required paperwork and proof, as outlined in the Settlement Agreement.

In addition, currently undiagnosed Retired NFL Football Players can seek Monetary Awards if they later receive a Qualifying Diagnosis during the term of the Monetary Award Fund. Retired NFL Football Players who already received a Qualifying Diagnosis by the time of the issuance of the Preliminary Approval and Class Certification Order are entitled to Monetary

Awards regardless of when they played NFL Football or how long ago they may have sustained a concussion, except for Retired NFL Football Players who died prior to January 1, 2006. No Monetary Awards will be made where the Retired NFL Football Player died prior to January 1, 2006, unless the Court determines that the claim of the pre-2006 decedent would not be barred by the applicable statute of limitations. Absent the Settlement, these claimants would confront the same statute of limitations hurdle on wrongful death claims.

6. Attorneys' Fees

The Settling Parties did not discuss the issue of attorneys' fees at any point during the mediation sessions (except to defer the issue), until *after* an agreement in principal was reached on all material Settlement terms providing benefits to the Settlement Class and Subclass Members and *after* the Term Sheet was inked, in an abundance of caution and consistent with *Prandini v. National Tea Co.*, 585 F.2d 47, 53 (3d Cir. 1978).¹¹ The NFL Parties have since agreed not to object to a petition for an award of class attorneys' fees and reasonable incurred costs by proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel, provided the amount requested does not exceed \$112.5 million. The \$112.5 million to be paid by the NFL Parties is *in addition* to the amounts that the NFL Parties will pay to satisfy all Monetary Awards, up to \$75 million that will fund the BAP Fund and \$10 million that will fund the Education Fund, the costs for Class Notice and certain administrative costs (paid by the NFL Parties via the Monetary Award Fund or the BAP). Unlike traditional common fund cases where attorneys' fees are obtained directly from the common fund, the Settlement Class is further benefitted by the separate payment of Class attorneys' fees by the NFL Parties.

¹¹ *Prandini* has since been overruled by *Evans v. Jeff D.*, 475 U.S. 717, 734-38 (1986) and the strict prohibition against negotiating fees together with the negotiation of the settlement no longer exists. Nevertheless, that conservative convention was followed in the negotiation process in this case.

The Court will determine the amount of the Class attorneys' fee and cost award in accordance with applicable common benefit fee jurisprudence. Settlement Class Members will have an opportunity to comment on or object to these fees at an appropriate time. Having the NFL Parties pay Class attorneys' fees and reasonable incurred costs separate from the other amounts the NFL is paying under the Settlement is another very significant benefit to Settlement Class Members.

After the Effective Date, Co-Lead Class Counsel may petition the Court to set aside up to five percent (5%) of each Monetary Award and Derivative Claimant Award to facilitate the Settlement program and related efforts of Co-Lead Class Counsel, Class Counsel, and Subclass Counsel. These set-aside monies shall be held in a separate fund overseen by the Court. Any future petition for a set-aside will describe: (i) the proposed amount; (ii) how the money will be used; and (iii) any other relevant information (for example, the assurance that any "set-aside" from a Monetary Award or Derivative Claimant Award for a Settlement Class Member represented by his/her individual counsel will reduce the attorney's fee payable to that counsel by the amount of the "set-aside"). No money will be held back or set aside from any Monetary Award or Derivative Claimant Award without Court approval. The NFL Parties have represented that they believe that any such proposed set aside application is a matter strictly between and among Settlement Class Members, Class Counsel and the individual counsel for Settlement Class Members. The NFL Parties further represented that they will take no position on the proposed set aside and will take no position on the proposed set aside in the event such an application is made.

C. Releases, Covenant Not To Sue And Bar Order

In exchange for the benefits provided under the Settlement Agreement, the Releasors will release all claims and dismiss with prejudice all actions and claims against, and covenant not to sue, the Released Parties in this litigation and all Related Lawsuits in this Court and other courts, in accordance with the terms of Article XVIII set forth in the Settlement Agreement.

In response to the Court's Memorandum Opinion at page 10, footnote 6, Section 18.5 of the prior Settlement Agreement has been removed. Under the current Settlement Agreement Class Members that receive Monetary Awards will not be required to dismiss pending suits and/or forebear from bringing litigation relating to cognitive injuries against the National Collegiate Athletic Association and any other collegiate, amateur, or youth football organizations and entities.

As a condition to approval of the Settlement, the Settling Parties also intend to move the Court for a bar order and judgment reduction provision, as part of the Final Order and Judgment. *See* Exhibit 4 to the Settlement Agreement. The bar order will bar other parties from seeking indemnification or contribution from the Released Parties for claims relating to this litigation.

Plaintiffs' claims against the Riddell Defendants will *not* be released or dismissed by the Settlement.

D. Class Notice

The Settlement terms are complex, but must and will be explained in simple, clear notices to the Settlement Class. To effectuate such notice, Co-Lead Class Counsel has worked with Katherine Kinsella, President of Kinsella Media, LLC, an advertising and legal notification firm specializing in the design and implementation of notification plans. *See* Declaration of Katherine Kinsella ("Kinsella Declaration"). Indeed, members of Kinsella Media, LLC were involved with

creating the Federal Judicial Center’s “‘Illustrative’ Forms of Class Action Notices,” which appear on the Federal Judicial Center’s website. The proposed Notices created for this case by Kinsella Media, LLC conform to those samples.

The Settling Parties estimate that the number of readily identifiable Settlement Class Members is over 20,000. In comparison, the settlement class in *Dryer v. NFL*,¹² which was finally approved on November 4, 2013, *Dryer v. National Football League*, Civil No. 09-2182-PAM/AJB, 2013 WL 5888231 (D. Minn. Nov. 1, 2013) and D.E. # 432, has a total of 27,347 retired players, with 21,289 living players and 6,058 deceased players. Co-Lead Class Counsel, Class Counsel and Subclass Counsel believe there are approximately an additional 2,000 AFL, World League of American Football, NFL Europa and NFL Europe players who are in the proposed Settlement Class, and who are not in the *Dryer* case, and several thousand other Settlement Class Members who were on preseason rosters only.

Many Retired NFL Football Players will be reachable through direct individual notice, due to the existence, through the NFL Parties and the NFL Players Association, of multiple lists identifying former NFL players. These sources include: the current Bert Bell/Pete Rozelle NFL Player Retirement Plan pension list; Retired NFL Football Player address data collected and used in the *Dryer* case; a list of NFL players active through 2010 compiled by STATS; a list of former NFL Europe, World League and NFL Europa players; and a list of former AFL players. Co-Lead Class Counsel will utilize: (1) the social security death index to determine additional deceased Retired NFL Football Players; (2) LexisNexis’s relative search to find the nearest

¹² The *Dryer* case was finally approved in the federal district court of Minnesota. *Dryer* is a certified settlement class action, alleging that the NFL’s use of former players’ identities after the players’ retirement violated their state law rights of publicity, the Lanham Act, and other state law provisions. The certified settlement class is “any Retired Player, and if a Retired Player is deceased, all of his respective heirs, executors, administrators, beneficiaries, successors, and assigns who own or control his Publicity Rights.” D.E. # 262-1, at ¶¶ 1, 6.

relative or last person to live with the deceased Retired NFL Football Player; and (3) the national change of address database, as applicable, to get the most recent address for Settlement Class Members.

The proposed Notice Plan attached to the Kinsella Declaration (which is Exhibit C to the Motion) has multiple features to ensure compliance with Due Process. The Plan will include: (1) direct individual notice to identifiable Retired NFL Football Players and heirs of deceased Retired NFL Football Players; (2) paid publication notice in various media sources; and (3) notice to targeted third parties, such as nursing homes, designed to reach additional retirees who may be incapacitated or incompetent.

The Long-Form Notice included in the direct mailings will describe the Settlement in plain, easily understood language and advise Settlement Class Members of their rights regarding opting out of the Settlement and/or objecting thereto. The notice will explain to Settlement Class Members that it is necessary for them to register in order to be eligible for Settlement benefits. Notice will be sent to Settlement Class Members via first-class mail.

For paid media coverage, Co-Lead Class Counsel plan to use print, television, radio and Internet advertisements to reach Settlement Class Members, including Retired NFL Football Players, legal representatives, spouses, family members and heirs. Print advertisements will include full-page color ads in selected consumer magazines. Thirty-second television spots will appear on the NFL Network, as well as cable and broadcast outlets. Radio spots also will be used. Internet ads using non-static pre-roll, flash, and rich media are also planned. The Notice Plan will be implemented after Preliminary Approval of the Proposed Settlement, commencing with the posting of the notice on the Court's website. If and when Final Approval is granted, a Settlement Class Supplemental Notice will be used to advise Settlement Class Members of the

previously disclosed deadlines to register for participation in the Settlement, to participate in the BAP, and to submit Claim Packages or Derivative Claim Packages.

IV. ARGUMENT

A. Preliminary Approval of the Settlement Is Appropriate

There exists a strong judicial policy favoring pretrial settlement of complex class action lawsuits, where substantial resources can be conserved by avoiding the time, cost, and rigor of prolonged litigation. *See Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594 (3d Cir. 2010); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (“[T]here is an overriding public interest in settling class action litigation and it should therefore be encouraged.”). Settlement is favored, in part, because of the complexity and size of class actions and the ability of a settlement to conserve judicial resources while providing meaningful relief. *See Ehrheart*, 609 F.3d at 594-95 (the presumption in favor of settlement is “especially strong in class actions and other complex cases where substantial juridical resources can be conserved by avoiding formal litigation.”) (citation and quotation marks omitted).

These principles were most recently reinforced forcefully by the Third Circuit in *Sullivan v. DB Investors, Inc.*, 667 F.3d 273, 311 (3d Cir. 2010) (*en banc*). There, the Third Circuit sitting *en banc* recognized, especially in class actions, the “strong presumption in favor of voluntary settlement agreements.” *Id.* Although *Sullivan* affirmed the class settlement of a lawsuit involving antitrust claims, in his concurring opinion, Judge Scirica commented upon personal injury class action settlements. Judge Scirica noted that in the immediate aftermath of *Amchem Prods. v. Windsor*, 521 U.S. 591 (1997) and *Ortiz v. Fibreboard Corp.*, 52 U.S. 815 (1999), personal injury class settlements were thought to be difficult to achieve. *Id.* at 334. Recognizing this early reaction to *Amchem* to be erroneous, Judge Scirica observed anecdotally a

movement away from class settlements. He noted that in the *Vioxx* litigation, before the Honorable Eldon E. Fallon, the parties settled personal injury claims in a fashion that was not subject to judicial scrutiny under Rule 23. See *In re Vioxx Products Liability Litig.*, MDL No. 1657, Current Developments - November 9, 2007 (E.D. La.), available at <http://vioxx.laed.uscourts.gov/>; *In re Vioxx Products Liability Litig.*, 650 F.Supp.2d 549, 552-53 (E.D. La. 2009)(characterizing the settlement as a “voluntary opt-in agreement”). Despite the fact that the *Vioxx* litigation settled on a non-class basis and the problems presented by complex class actions post-*Amchem*, Judge Scirica recognized that public policy strongly supports the resolution of mass claims, such as those presented here, on a class basis that provides the structural, procedural and substantive guarantees of fairness. Otherwise, parties seeking to settle mass harm claims would be forced to do so outside direct judicial supervision, contrary to the public interest. *Id.* at 340.

Proof that litigants are not seeking to avoid scrutiny under Rule 23 in connection with personal injury claims exists within Judge Fallon’s courtroom. He recently has approved a flurry of class actions settling personal injury claims. See *In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, MDL No. 2047, 2013 WL 499474, *10 (E.D. La. Feb. 7, 2013) (“After considering all available scientific evidence, the Court finds that the Global Settlement and other pending settlements provide for personal injuries in a manner that is fair, reasonable, and adequate.”). Before *Chinese-Manufactured Drywall*, Judge Fallon also had certified a similar property damage and personal injury class action. See *Turner v. Murphy Oil USA, Inc.*, 234 F.R.D. 597 (E.D. La. 2006).

Indeed, one of the largest (if not, the largest and most innovative) personal injury class actions in history occurred within the Third Circuit – *In re Diet Drugs (Phentermine,*

Fenfluramine, Dexfenfluramine) *Products Liability Litig.*, 2000 WL 1222042 (E.D. Pa. Aug. 28, 2000)(C.J. Bechtle & Bartle). The Third Circuit has referred to this multi-state personal injury settlement as “a landmark effort to reconcile the rights of millions of individual plaintiffs with the efficiencies and fairness of a class-based settlement.” *In re Diet Drugs*, 582 F.3d 524, 544 n. 37 (3d Cir. 2009). Not surprisingly, the Supreme Court in *Amchem* allowed for the possibility of personal injury class actions in appropriate circumstances. *See Amchem*, 521 U.S. at 625 (“the text of the Rule does not categorically exclude mass tort cases from class certification.”).¹³ The structure of this multi-state personal injury class is remarkably similar to *the Diet Drug* settlement, although it is by far smaller and less prolix.

¹³ Since *Sullivan* was decided, Judge Jordan, the author of the dissent in *Sullivan*, along with Judges Scirica and Fisher, recently reviewed the settlement of a racial discrimination class action under the Fair Housing Act, 42 U.S.C. § 3605, and the Equal Credit Opportunity Act, 15 U.S.C. §1691. *See Rodriguez v. National City Bank*, 726 F.3d 372 (3d Cir. 2013). The *Rodriguez* class plaintiffs had sought to prove disparate overall impact amongst class members by using a preliminary statistical analyses employing regression analysis of bank loans. Following a mediation, the parties agreed to a class action settlement. The district court (Judge Robreno) preliminarily approved the class and notice issued. Prior to final approval, however, the United States Supreme Court handed down its opinion in *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541 (U.S. 2011). The cases bore many similarities in that the facts alleged in *Rodriguez*, as in *Dukes*, turned on the subjective decision making by multiple individual actors, rather than a uniform policy applied by the defendant to the class as a whole. The district court, applying *Dukes*, found that the allegations of the class complaint could not establish overall impact or any direct policy that applied to the class as a whole. Nor, given the nature of the proposed proof, could the class mechanism establish discrimination by individual loan officers. As such, the district court declined to approve the settlement or certify the class. Although National City Bank initially supported the settlement in the district court, on appeal it switched positions and opposed the settlement. In this unusual procedural posture, the Third Circuit considered whether the settlement was fair, reasonable and adequate, and whether the requirements of FED. R. CIV. P. 23 had been met. Under the deferential standard of review given to a district court decision to certify or to not certify a class, the Court of Appeals affirmed the district court’s discretionary finding that there was insufficient evidence of commonality presented by the class proponent’s preliminary statistical analysis. *Rodriguez*, 726 F.3d at 380-81. The Third Circuit found that plaintiffs “have not shown that [the bank’s employment policy] affected all class members in all regions and bank branches in a common way.” *Id.* at 385. *Rodriguez* and *Dukes* address a situation far different from the present case. Here, unlike in *Dukes* or *Rodriguez*, the Complaint sets out claims and causes of all injuries suffered by class members that are allegedly attributable directly to all the Defendants, with no intermediary actors whose illegal behavior would be the ultimate source of liability. *See infra* at Commonality Section, at Argument Section IV.B.1(b). The Complaint sets out the specific duties allegedly owed by the NFL, the alleged specific breaches of those duties by the NFL, and the consequent harm suffered by the proposed Class. Those are the common issues that define the causes of action in the Class Action Complaint, and they form the basis for the Settlement.

Federal Rule of Civil Procedure 23(e) requires court approval for any compromise of a class action. *See Amchem*, 521 U.S. at 617; *Evans v. Jeff D.*, 475 U.S. 717, 726 (1986); *Sullivan*, 667 F.3d at 295; *In re Processed Egg Prods. Antitrust Litig. (“Processed Egg”)*, 284 F.R.D. 249, 259 (E.D. Pa. 2012). Approval of a class action settlement involves a two-step process. First, counsel submits the proposed terms of settlement to the court for a preliminary fairness evaluation. *See Manual for Complex Litigation*, § 21.632 (4th ed. 2004) (hereinafter “MCL 4th”); *see also* 4 Alba Conte & Herbert Newberg, *NEWBERG ON CLASS ACTIONS* § 11:25, at 38-39 (4th ed. 2002) (hereinafter “NEWBERG ON CLASS ACTIONS”) (endorsing two-step process). If a preliminary evaluation of fairness is made, the second step is to conduct a formal fairness and final approval hearing after notice has been disseminated to the settlement class members.¹⁴ *Id.* At this time, Plaintiffs request only that this Court grant preliminary approval.

As a result of the Court’s having denied without prejudice the motion for entry of the Proposed Preliminary Approval and Class Certification Order, and having directed the parties to work with the Special Master, the Monetary Award Fund has now been uncapped, thus adding a level of protection for the Settlement Class Members and a level of comfort for the Court, to insure that all those with Qualifying Diagnoses will be paid. Courts have recognized the value in an uncapped deal. *See In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, 910 F.Supp.2d 891, 918 (E.D. La. 2012) (holding that “the claims frameworks offering

¹⁴ The fairness, reasonableness, and adequacy of the settlement are assessed in the second step of the process at a final hearing after settlement class members have had an opportunity to opt out from or object to the settlement. The factors considered for final approval of a class settlement include: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *Sullivan*, 667 F.3d at 319-20 (citations omitted).

generally uncapped compensation ensure that a benefit paid to one member of the class will in no way reduce or interfere with a benefit obtained by another member. This Settlement is not a zero-sum game”). *See also In re Deep Water Horizon*, 739 F.3d 790, 796, 813 (5th Cir. 2014) (recognizing and agreeing with district court’s assessment of the uncapped deal);¹⁵ *In re Prudential Ins.*, 148 F.3d at 328.

A court’s review of preliminary approval is less stringent than during final approval. *See Mehling v. New York Life Ins. Co.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007); MCL 4th § 21.63 (2004) (“At the stage of preliminary approval, the questions are simpler, and the court is not expected to, and probably should not, engage in analysis as rigorous as is appropriate for final approval.”). There need not be a “definitive proceeding on the fairness of the proposed settlement,” and the court must make clear that “the determination permitting notice to members of the class is not a finding that the settlement is fair, reasonable and adequate.” *Processed Egg*, No. 08-md-02002, (E.D. Pa. July 15, 2010) (Order Preliminarily Approving Settlement at 3 n.1) (D.E. #387) (quoting *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983)); *see also In re General Motors Corp. Pick-up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995) (distinguishing between preliminary approval and final approval); *In re Automotive Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 WL 1068807, at *1-2 (E.D. Pa. May 11, 2004) (same).

In determining whether preliminary approval is warranted, the sole issue before the Court is whether:

¹⁵ On March 3, 2014, the Fifth Circuit concluded that the injunction preventing the payment of claims should be dissolved, but ordering that the injunction remains in place until the mandate of the court is issued. *In re Deep Water Horizon*, 744 F.3d 370 (2014). On June 9, 2014, the application to the Supreme Court to recall and stay the mandate was denied. *BP Exploration & Production Inc. v. Lake Eugenie Land & Development, Inc.*, No. 13A1177, 2014 WL 2566067 (U.S. June 9, 2014).

the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys, and whether it appears to fall within the range of possible approval.

Mehling, 246 F.R.D. at 472 (citations omitted); *Mack Trucks, Inc. v. Int’l Union, UAW*, No. 07-3737, 2011 WL 1833108, at *2 (E.D. Pa. May 12, 2011) (stating same standard); *Tenuto v. Transworld Sys.*, No. 99-4228, 2001 WL 1347235, at *1 (E.D. Pa. Oct. 31, 2001) (same); *see also* MCL 4th § 21.633. Under Rule 23, a settlement falls within the “range of possible approval,” if there is a conceivable basis for presuming that the standard applied for final approval—fairness, adequacy and reasonableness—will be satisfied. *See Mehling*, 246 F.R.D. at 472 (at preliminary approval stage, courts inquire as to whether “the settlement appears to fall within the range of possible approval” under Rule 23(e)). In making this preliminary determination, some courts consider whether: (1) the negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.¹⁶ *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 638 (E.D. Pa. 2003); *see also General Motors Corp.*, 55 F.3d at 785.

Here, as explained below, there are no grounds to doubt the fairness of the proposed Settlement and Plaintiffs, without opposition from the NFL Parties, respectfully request that this Court preliminarily approve the proposed Settlement.

¹⁶ Although some courts list the fourth factor as part of the preliminary evaluation analysis, it is more properly considered at the final fairness hearing, after notice to class members has been disseminated. Nonetheless, while the total number of opt outs cannot be quantified at this time, the participation of Co-Lead Class Counsel, Class Counsel and Subclass Counsel throughout the negotiation process protects the interests of all members of the Settlement Class and supports the presumptive reasonableness and fairness of the Settlement and the settlement process.

1. The Proposed Settlement Is the Product of Good Faith, Extensive Arm's Length Negotiations

Whether a settlement arises from arm's length negotiations is a key factor in deciding whether to grant preliminary approval. *See In re CIGNA Corp. Sec. Litig.*, No. 02-8088, 2007 WL 2071898, at *2 (E.D. Pa. July 13, 2007) (noting that a presumption of fairness exists where parties negotiate at arm's length, assisted by a retired federal judge who was privately retained and served as a mediator); *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 439, 444 (E.D. Pa. 2008) (stressing the importance of arms-length negotiations and highlighting the fact that the negotiations included "two full days of mediation"); *In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 WL 1068807, at *2 (E.D. Pa. May 11, 2004) (preliminarily approving class action settlement that "was reached after extensive arms-length negotiation between very experienced and competent counsel"); *see also* NEWBERG ON CLASS ACTIONS § 11:41 (noting that courts usually adopt "an initial presumption of fairness when a proposed class settlement, which was negotiated at arm's length by counsel for the class, is presented for court approval"). Such is the case here.

The Settling Parties participated in settlement discussions under the auspices of retired United States District Court Judge Layn R. Phillips. *See generally* Phillips Declaration (Exhibit D to this Motion). From the beginning, the sessions involved Plaintiffs' Co-Lead Class Counsel, Christopher A. Seeger and Sol Weiss, and counsel for the NFL Parties. Additionally, proposed Class Counsel, Steven C. Marks and Gene Locks, and Subclass Counsel Arnold Levin and Dianne M. Nast, were brought into the process on behalf of Plaintiffs. Some members of the PEC participated as well. Toward the conclusion of the mediation process, several NFL franchise owners, representing the NFL team owners collectively, and the Commissioner of the

NFL, also were brought into the process. At all times, the negotiations were conducted at arm's length and sometimes the negotiations were quite contentious.

In addition to the Parties within the litigation, multiple consultants were brought in to flesh out the details of an agreement as part of the settlement process. The Settling Parties each retained multiple medical, actuarial, and economic experts to determine, develop and test an appropriate settlement framework to meet the needs of Retired NFL Football Players suffering from, or at risk for, the claimed injuries. The Settling Parties discussed settlement structures, baseline testing, and injury categories during the negotiations.

Judge Phillips guided the Settling Parties through a grueling mediation period of nearly two months, during which the Parties attended numerous mediation sessions, and aggressively asserted their respective positions. Although amicable, the discussions were at times contentious, and both sides often required Judge Phillips' input in order to resolve contested issues. *See Phillips Declaration*, at ¶¶ 5-6. In the end, the Settling Parties arrived at an agreement in principal during hard-fought, contentious and arm's length negotiations.

Further, the Court appointed Special Master Golkin in December of 2013 and, following the denial without prejudice of the prior motion for preliminary approval, tasked the Special Master with reviewing the analyses conducted by the actuarial consultants concerning the sufficiency of the then fixed amount of the Monetary Award Fund. Through this process, despite the Parties' confidence in the analyses by the actuarial consultants, in order to guarantee payment in the case of unpredictable events, the parties worked to reach the current Settlement Agreement with an uncapped Monetary Award Fund.

2. The Investigation of Both Plaintiffs' Claims and the NFL Parties' Defenses Supports Preliminary Approval

Although the Settling Parties have not reached the discovery stage of litigation,¹⁷ proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel possess adequate information concerning the strengths and weaknesses of the litigation against the NFL Parties. Proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel thoroughly investigated the claims brought in the Class Action Complaint, researched and briefed opposition papers in response to the NFL Parties' motions to dismiss on preemption grounds, and exchanged information with the NFL Parties during negotiation and mediation sessions, including expert calculations of damages and Settlement Class Members' injuries. As discussed more fully *infra*, the significant legal challenges for each side, should the litigation continue, support preliminary approval of the proposed Settlement. Proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel are especially cognizant of the toll imposed upon the plaintiff client base by continued prosecution of litigation towards an uncertain result, in contrast to the certitude presented by the proposed Settlement. This factor is a significant incentive to resolve the litigation.

In addition, the proponents of the Settlement are highly experienced in complex class action litigation. The Class and Subclasses are represented by lawyers who have extensive complex class action experience. Proposed Co-Lead Class Counsel, Christopher A. Seeger of

¹⁷ Courts have preliminarily approved class action settlements where the litigation is in its early stages and minimal discovery has occurred. See *In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249, 267 (E.D. Pa. 2012) (preliminarily approving class action settlement when "no formal discovery was conducted in this case during the time of the . . . Settlement negotiations or agreement[.]"); *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 444 (E.D. Pa. 2008) (preliminarily approving class settlement when parties had not yet conducted discovery on the merits). See also *Barani v. Wells Fargo Bank, N.A.*, 2014 WL 1389329, at *5 (S.D. Cal. Apr. 9, 2014) ("In regards to class action settlements, 'formal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement.'" (quoting *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1239 (9th Cir. 1998))).

Seeger Weiss LLP, and Sol Weiss of Anapol Schwartz, Class Counsel, Gene Locks of Locks Law Firm, and Steven C. Marks of Podhurst Orseck P.A., and Subclass Counsel, Arnold Levin of Levin Fishbein Sedran & Berman and Dianne M. Nast of Nast Law LLC, are all members of the court-appointed PEC and/or the Steering Committee. The Court is familiar with each counsel's experience after the vetting process of the appointment of counsel. They are highly competent counsel, each with decades of experience litigating complex class action and multidistrict cases.

3. There Is No Preferential Treatment of Certain Settlement Class Members and Class Representatives Support the Settlement

Although formal notice of the Settlement has not yet been disseminated, and, therefore, no formal objections have been made, the proposed Settlement treats all Settlement Class Members fairly and does not provide undue preferential treatment to any individual Settlement Class Member or Subclass Member. The Settlement Class Members—composed of: (1) all Retired NFL Football Players; (2) the legal representatives of deceased, incompetent or incapacitated Retired NFL Football Players; and (3) family members or others with a legal right to sue independently or derivatively based on their relationship to the Retired NFL Football Player—are readily ascertainable and identifiable using objective criteria.¹⁸ All Settlement Class Members are invited to be part of the Settlement Class and no interests are excluded.

Moreover, the Settling Parties created two Subclasses, each with its own representation during the Settlement negotiations to ensure that all Settlement Class Members' interests were protected. Subclass 1 includes Retired NFL Football Players who were not diagnosed with a

¹⁸ This Class definition complies with the requirements of the Third Circuit's recent decision in *Carrera v. Bayer Corp.*, 727 F.3d 300, 306 (3d Cir. 2013), and *Marcus v. BMW of North America, LLC*, 687 F.3d 583, 593 (3d Cir. 2012). This is *not* a case where "class members are impossible to identify without extensive and individualized fact-finding or 'mini-trials[.]'" *Marcus*, 687 F.3d at 593.

Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order, and their Representative and Derivative Claimants. Subclass 2 includes Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the Preliminary Approval and Class Certification Order and their Representative and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnoses prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE. Subclass Counsel for the separate subclasses ensure that their respective clients' interests were protected and that currently diagnosed players were not favored over retired players without a diagnosis who may not develop diagnosable injuries (if ever) until years in the future (or vice versa).

4. There Are No Other “Obvious Deficiencies” To Cast Doubt on the Proposed Settlement’s Fairness

As explained above, the complexity, expense, uncertainty, and likely duration of the litigation militate in favor of completing the settlement process. The Settlement defines a clearly identifiable and ascertainable Settlement Class, contains the material economic terms of the agreement, the manner and form of notice to be given to the Settlement Class, the contingencies or conditions to the Settlement’s final approval, and other relevant terms. Moreover, the NFL Parties have agreed not to object to the mediator’s proposal of a maximum class attorneys’ fee and reasonably incurred costs award of \$112.5 million *in addition to* the amounts that the NFL Parties will pay to fund the Monetary Award Fund (previously capped at \$675 million), up to \$75 million for the BAP Fund, \$10 million for the Education Fund, and costs for Class Notice, including certain administrative costs funded via the Monetary Award Fund or the BAP. *See* NEWBERG ON CLASS ACTIONS § 14:6 (indicating that attorneys’ fees of between 22% and 33% is

normal for common fund cases); *Tenuto*, 2001 U.S. Dist. LEXIS 17694 at *4 (preliminarily approving class action settlement where attorneys' fees were 30% of the fund); *In re Smithkline Beckman Corp. Sec. Litig.*, 751 F. Supp. 525, 533 (E.D. Pa. 1990) (noting that the general range of attorneys' fees in common fund cases is 19% to 45%). The payment by the NFL Parties of attorneys' fees in addition to the Settlement Fund is a significant benefit to Settlement Class Members. The Court retains the final authority to determine the ultimate attorneys' fee and cost award.

B. The Settlement Class and Subclasses Should Be Conditionally¹⁹ Certified for Settlement Purposes

Class actions certified in conjunction with settlements are well recognized. *See, e.g., Sullivan*, 667 F.3d at 311; *Processed Egg*, 284 F.R.D. at 253-54. The Court must consider whether the settlement class proposed is appropriate under FED. R. CIV. P. 23. *See Amchem*, 521 U.S. at 620; *Rodriguez v. City National Bank*, 726 F.3d 372, 380 (3d Cir. 2013); *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 527 (3d Cir. 2004); *Sullivan*, 667 F.3d at 296; *Processed Egg*, 284 F.R.D. at 253-54. The *Manual for Complex Litigation (Fourth)* advises that in cases presented for both preliminary approval and class certification, the “judge should make a

¹⁹ We recognize that the 2003 Amendment to Rule 23(c) deleted the provision that a class certification “may be conditional.” Nevertheless, district courts have continued to entertain and grant conditional or provisional class certification in the settlement context on preliminary approval and appellate courts have affirmed same, as long as the requisite “rigorous analysis” was conducted. *See, e.g., In re Chinese-Manufactured Prods. Liab. Litig.*, 2012 WL 92498 (E.D. La. Jan. 10, 2012) (conditionally certifying settlement class); *Collins v. Cargill Meat Solutions, Corp.*, 274 F.R.D. 294, 304 (E.D. Calif. 2011) (“Settlement Class is conditionally certified”); *Davis v. J.P. Morgan Chase & Co.*, 775 F. Supp.2d 601, 608 (W.D.N.Y. 2011) (“a district court may conditionally certify a class under Rule 23, provided that the requirements of Rule 23(a) and (b) are met.”); *In re Checking Account Overdraft Litig.*, 2011 WL 2258458, *5 (S.D. Fla. 2011) (“At the preliminary approval stage, the Court's task is to evaluate whether the Settlement is within the ‘range of reasonableness’”); *Jones v. Casey's General Stores, Inc.*, 266 F.R.D. 222, 226-27 (S.D. Iowa 2009) (having found “that the class and collective ‘meets the requirements for certification under Fed.R.Civ.P. 23 in the settlement context[.]’ ... the Court conditionally approved the Settlement Class”); *In re Wireless Facilities, Inc. Secs. Litig. II*, 253 F.R.D. 607, 610 (S.D. Ca. 2008) (“Parties may settle a class action before class certification and stipulate that a defined class be conditionally certified for settlement purposes.”); *In re Motor Fuel Temperature Sales Practices Litig.*, 258 F.R.D. 671, 683 (D. Kan. 2008).

preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).” MCL 4th, § 21.632.

Under Rule 23, Plaintiffs must demonstrate that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defense of the class; and (4) the representative parties will fairly and adequately protect the interests of the class. The court is to apply a “rigorous analysis” to insure that each of the requirements of Rule 23 are met. *See Sullivan*, 667 F.3d at 306. However, when a court is “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” *Amchem*, 521 U.S. at 620; *see also Sullivan*, 667 F.3d at 322 n.56 (same). Rule 23(b)(3) requires that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” FED. R. CIV. P. 23(b)(3). Under the rigorous analysis standard, the Settlement easily meets each of the requirements of Rule 23(a) and Rule 23(b)(3) for the proposed Settlement Class and Subclasses.

1. The Settlement Class and Subclasses Meet the Requirements Under Rule 23(a)

a) Numerosity

Rule 23(a)(1) requires that a class be “so numerous that their joinder before the Court would be impracticable.” *In re Blood Reagents Antitrust Litig.*, 283 F.R.D. 222, 232 (E.D. Pa. 2012). In these MDL proceedings, thousands of Retired NFL Football Players have filed suit against the NFL Parties alleging entitlement to damages for injuries sustained as a result of

traumatic head impacts, including concussions, received during their NFL Football careers, and/or medical assessments to determine whether they have suffered any cognitive impairment. There are over 20,000 Settlement Class Members, including Retired NFL Football Players, Representative Claimants, and Derivative Claimants based upon the records of the NFL Parties. The numerosity requirement of Rule 23(a) is, therefore, easily met here. *See Stewart v. Abraham*, 275 F.3d 220, 227-28 (3d Cir. 2001) (noting that there is no minimum number to satisfy numerosity and observing that generally requirement is met if potential number of plaintiffs exceeds 40).

b) Commonality

FED. R. CIV. P. 23(a)(2) requires a showing of the existence of “questions of law or fact common to the class.” “A finding of commonality does not require that all class members share identical claims.” *In re Warfarin*, 391 F.3d at 530 (citation and internal quotation marks omitted). Indeed, the commonality element requires only that plaintiffs “share at least one question of fact or law with the grievances of the prospective class.” *Id.* at 527-28 (citations omitted). Following the Supreme Court’s decision in *Wal-Mart Stores, Inc. v. Dukes*, it remains the case that “even a single common question will do.” 131 S.Ct. 2541, 2556 (U.S. 2011) (internal quotation marks and alterations omitted).

As per *Dukes*, to satisfy Rule 23’s commonality requirement, class claims “must depend upon a common contention ... of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” 131 S. Ct. at 2551. The Supreme Court explained that the key consideration in assessing commonality is not whether the class raises common claims,

but whether a class action can “generate common answers apt to drive the resolution of the litigation.” *Id.*

Applying these principles, it is evident that the commonality requirement of Rule 23(a)(2) is easily met here. Questions and answers surrounding the dangers of playing NFL Football, the impairment of cognitive abilities caused by concussions, and the knowledge of the NFL Parties as to the health risks presented by football-related impacts to the head are common to Plaintiffs and the other members of the Settlement Class, thereby satisfying Rule 23(a)(2)’s commonality requirement. *See In re School Asbestos Litig.*, 789 F.2d 996, 1009 (3d Cir.), *cert. denied*, 479 U.S. 852 (1986) (affirming commonality based upon common factual issues such as “the health hazards of asbestos, the defendants’ knowledge of those dangers, the failure to warn or test, and the defendants’ concert of action or conspiracy in the formation of and adherence to industry practices. The court also believed that the proof of these matters would not vary widely from one class member to another.”).

The Supreme Court in *Dukes* reversed certification of a class of female employees who asserted Wal-Mart engaged in a discriminatory pattern of conduct, reasoning that Wal-Mart’s decision to give local supervisors discretion over employment matters “is just the opposite of a uniform employment practice that would provide the commonality needed for a class action.” 131 S.Ct. at 2554. In contrast, in this case the NFL Parties voluntarily undertook to study head impacts in football, when they formed the Mild Traumatic Brain Injury Committee (“MTBI Committee”). Plaintiffs allege that the NFL Parties used the MTBI Committee to fraudulently conceal and to affirmatively misrepresent the long-term effects of these injuries. The answer to the question whether the NFL Parties engaged in such fraudulent concealment and/or affirmative misrepresentation is an answer which would drive the resolution of the litigation – it is central to

the validity of the claims. *See id.* at 2551 (Plaintiffs’ “claims must depend upon a common contention—for example, the assertion of discriminatory bias on the part of the same supervisor. That common contention, moreover, must be of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.”). Thus, commonality is satisfied.

c) **Typicality**

FED. R. CIV. P. 23(a)(3) requires that the class representatives’ claims be “typical of the claims . . . of the class.” As the Third Circuit explained:

The typicality inquiry is intended to assess whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees’ interests will be fairly represented.

Baby Neal v. Casey, 43 F.3d 48, 57-58 (3d Cir. 1994); *see also In re Warfarin*, 391 F.3d at 532 (finding typicality prong met where “claims of representative plaintiffs arise from the same alleged wrongful conduct”); *In re Blood Reagents*, 283 F.R.D. at 233 (“If a plaintiff’s claim arises from the same event, practice or course of conduct that gives rises to the claims of the class members, factual differences will not render that claim atypical if it is based on the same legal theory as the claims of the class.”) (citation and quotation marks omitted). “The typicality criterion focuses on whether there exists a relationship between the plaintiff’s claims and the claims alleged on behalf of the class.” NEWBERG ON CLASS ACTIONS § 3:13.

Plaintiff Class Representatives meet the typicality prong. Shawn Wooden is a Retired NFL Football Player who has not been diagnosed with a Qualifying Diagnosis and is a representative of Subclass 1. He has sued the NFL Parties seeking medical monitoring in the form of baseline assessment screening to determine whether he has any neurocognitive

impairment owing to his years of playing NFL Football. If he is diagnosed with a Qualifying Diagnosis in the future, he will seek a Monetary Award.

Kevin Turner is a Retired NFL Football Player who has been diagnosed with ALS. He played eight seasons in the NFL. He is a representative of Subclass 2 and seeks compensation from the NFL Parties for his injuries.

Both of the Subclass Representatives seek to hold the NFL Parties liable for damages resulting from the NFL Parties' alleged failure to warn and concealment of the dangers of NFL Football. Their claims are typical of the other Settlement Class Members in their respective Subclasses.

d) Adequacy of Representation

FED. R. CIV. P. 23(a)(4) requires representative parties to "fairly and adequately protect the interests of the class." This requirement "seeks to uncover conflicts of interest between the named parties and the class they seek to represent." *In re Warfarin*, 391 F.3d at 532. This requirement is satisfied here, as the named Plaintiffs vigorously have pursued the claims of the Settlement Class and the Subclass they purport to represent, and there is no disabling intra-class conflict.

The named Plaintiffs' interests are aligned with those of the Settlement Class and their respective Subclasses. Plaintiffs have filed the Class Action Complaint to seek baseline assessment examinations and compensation for their neurocognitive injuries and damages. These claims are co-extensive with those of the absent Settlement Class Members. All Settlement Class Members, like Plaintiffs, share an interest in obtaining redress from the NFL Parties for their alleged negligence and fraud. And all Settlement Class Members who are Retired NFL Football Players, like Plaintiffs, have suffered repetitive blows to the head as NFL

Football players, and have alleged a heightened risk of developing severe neurocognitive impairments as a result of those repetitive blows. Thus, the interests of all Settlement Class Members – including those with a present Qualifying Diagnosis and those at risk of developing significant neurocognitive impairment in the future – have been accounted for through the Settlement’s BAP Fund and Monetary Award Fund.

Additionally, all eligible Settlement Class Members who timely and properly register under the Settlement Agreement may participate in the BAP and, if applicable, seek Monetary Awards or Derivative Claimant Awards. The award amount paid to any one Settlement Class Member has no bearing on the amount payable to any other (except between Derivative Claimants if there are more than one asserting a valid claim based on the same Retired NFL Football Player). This is particularly true now that the MAF is uncapped – there is no danger of the fund being depleted before the youngest Class Members develop Qualifying Diagnoses. That the Monetary Award Grid, at Exhibit 3 to the Settlement Agreement, provides for different levels of compensation for different impairments “is simply a reflection of the extent of the injury that certain class members incurred and does not clearly suggest that class members ha[ve] antagonistic interests.” *In re Insurance Brokerage Antitrust Litig.*, 579 F.3d 241, 272 (3d Cir. 2009); *see also Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1146 (8th Cir. 1999) (“[A]most every settlement will involve different awards for various class members.”); *In re Serzone Prods. Liab. Litig.*, 231 F.R.D. 221, 239 (S.D. W.Va. 2005) (“By nature of the settlement, the parties have negotiated values to assign to claims based on the severity of physical injury. [The Court] do[es] not consider the assignment of a lower value to claims where injuries are less serious to be evidence of conflict.”).

Moreover, unlike the failed settlements in *Amchem Prods. v. Windsor*, 521 U.S. 591 (1997), and *Ortiz v. Fibreboard Corp.*, 527 U.S. 815 (1999), the proposed Settlement here provides “structural assurance of fair and adequate representation for the diverse groups and individuals affected.” *Amchem*, 521 U.S. at 627. By dividing the Settlement Class into two Subclasses and providing each Subclass with its own counsel, the Settlement has cured any antagonism that may exist between the interests of those Settlement Class Members who have already been diagnosed with a Qualifying Diagnosis (Subclass 2) and those who have not (Subclass 1). *See In re Inter-Op Hip Prosthesis Liab. Litig.*, 204 F.R.D. 330 (N.D. Ohio 2001) (holding that subclasses cured potential intra-class conflict); *cf. Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170, 189-90 (3d Cir. 2012) (holding that dividing class into subclasses on remand would satisfy adequacy requirement).

Also, the Settlement further protects the interests of those who may develop severe neurocognitive impairments in the future by: (i) creating a Monetary Award Fund that is not capped; (ii) indexing the Monetary Awards for inflation; and (iii) providing eligible Settlement Class Members with Supplemental Monetary Awards, if and when they are diagnosed with additional Qualifying Diagnoses. *See In re Diet Drugs Prods. Liab. Litig.*, No. 1203, 99-20593, 2000 WL 1222042, *49 (E.D. Pa. Aug. 28, 2000) (holding that “step-up” provision and inflation indexing provided adequate structural protections), *aff’d without opinion*, 275 F.3d 34 (3d Cir. 2001); *see also In re Diet Drugs Prods. Liab. Litig.*, 431 F.3d 141, 147 (3d Cir. 2005) (“The District Court specifically found that this Settlement Agreement includes structural protections to protect class members with varying diagnoses, pointing to the ability of a particular class member to ‘step up’ to higher compensation levels as their disease progresses.”).

In addition, since all Settlement Class Members who are Retired NFL Football Players, are aware, of course, that they suffered impacts to the head while playing NFL Football, and the identities of over 20,000 potential Settlement Class Members are already known, Class Members are readily ascertainable, can be notified effectively, and can make informed decisions about whether to opt out of the Settlement Class. Consequently, they stand in sharp contrast to the conflicting, amorphous, and sprawling classes in *Amchem* and *Ortiz*, who numbered in the tens of millions, could not be identified in advance, and might well have been unaware that materials in their homes or workplaces contained the asbestos at issue in those actions. See *Denney v. Deutsche Bank AG*, 443 F.3d 253, 269 (2d Cir. 2006) (distinguishing *Amchem* on the grounds that “all members of the [class at issue] have been identified, have been given notice of the settlement, and have had the opportunity to voice objections or to opt out entirely”); *Diet Drugs*, 2000 WL 1222042 at *46 (holding that there was no *Amchem* “futures” problem because “all class members are aware of their exposure to [the subject drugs]”).

Indeed, unlike *Amchem*, where the settlement class included members who were exposed to different asbestos-containing products, for different amounts of time, in different ways, and over different periods, and who may not even have been aware they were exposed, and some who suffered no physical injury or had only asymptomatic pleural changes, and did not have lung cancer, asbestosis or mesothelioma, the proposed Settlement Class here has a great deal of cohesion as all Retired NFL Football Players and their families are aware they played NFL Football. The Plaintiffs and Settlement Class Members all allege that their injuries arise from one cause (head impact while playing football), involving the NFL Parties and/or Member Clubs, over a defined period of time, and render them at increased risk of suffering only certain, particular types of injuries. And, all Settlement Class Members raise the same claims within

their respective Subclasses. Thus, unlike in *Amchem*, the named Class Representatives' interests here are closely aligned with those of the Settlement Class, such that fair and adequate representation can be ensured and sufficient unity exists for settlement class certification purposes. *Compare Amchem*, 521 U.S. at 626.²⁰

2. Common Questions of Law and Fact Predominate and the Superiority Requirement Is Met

In order to satisfy Rule 23(b)(3)'s requirement that common questions of law and fact predominate, "the predominance test asks whether a class suit for the unitary adjudication of common issues is economical and efficient in the context of all the issues in the suit." NEWBERG ON CLASS ACTIONS § 4:25; *see also Amchem*, 521 U.S. at 623 ("The Rule 23(b)(3) predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.") (citing 7A Wright, Miller, & Kane 518-19); *In re Warfarin*, 391 F.3d at 527-28; *Sullivan*, 667 F.3d at 297.

Plaintiffs contend that the issues surrounding the NFL Parties' alleged liability for the injuries suffered by Settlement Class Members predominate over any individual issues involving

²⁰ The facts underlying the proposed Settlement are analogous to those of other cases in which courts have held that settlements complied with the adequacy concerns of *Amchem*. For example, in *In re Countrywide Financial Corp. Customer Data Sec. Breach Litig.*, No. 3:08-MD-01998, 2009 WL 5184352 (W.D. Ky. Dec. 22, 2009), mortgage customers brought a nationwide class action alleging consumer law violations based on Countrywide's failure to secure their personal financial information, which resulted in a theft of that information from a database by a Countrywide employee. In challenging the proposed settlement, some of the objectors argued that there was an inherent conflict of interest between presently injured plaintiffs (*i.e.*, plaintiffs who had been victims of identity theft) with uninjured plaintiffs or "future" plaintiffs, and that these future plaintiffs were not adequately represented in the settlement negotiations. *Id.* at *4. The objectors argued that, like in *Amchem*, the settlement would bind persons who may experience future identity theft, and that the interests of these future plaintiffs were, therefore, not adequately represented. *Id.* The court disagreed, noting that the "representative Class Members ... possess the same interests as all other members of the class. *All class members have been subjected to the same alleged conduct by Countrywide* whereby private information was compromised, and the impact of this conduct has already or possibly will produce a similar result for all members. The Court does not shy away from the fact that, at present, not all class members have suffered the same injury. But unlike an asbestos mass tort action *where unknown plaintiffs may develop symptoms decades later, this action involves an objectively identifiable class*. Class members who are fearful of the possibility of future identity theft will have been given notice of the settlement and have the opportunity to opt out." *Id.* at *5 (emphasis added).

the Plaintiffs. These predominating common questions of fact easily comport with *Dukes, supra*. In this case, the class action vehicle is best suited for the resolution of Plaintiffs’ and the other Settlement Class Members’ claims. Plaintiffs’ claims for compensatory relief and medical monitoring are founded upon a common legal theory related to the singular body of facts concerning the NFL Parties’ knowledge and alleged concealment of the dangers that concussions in football pose to NFL Football players. *See Amgen Inc. v. Connecticut Retirement Plans & Trust Funds*, 133 S.Ct. 1184, 1191 (2013) (“Rule 23(b)(3) requires a showing that questions common to the class predominate, not that those questions will be answered, on the merits, in favor of the class. Because materiality is judged according to an objective standard, the materiality of Amgen’s alleged misrepresentations and omissions is a question common to all members of the class”). A class settlement will insure that a fully developed, well-designed claims process exists to compensate Plaintiffs and other Settlement Class Members for their damages.

The recent Supreme Court decision in *Comcast Corp. v. Behrend*, 133 S. Ct. 1426 (U.S. 2013), wherein class certification was reversed based on a lack of predominance of common questions, does not bear on the determination of predominance in this case. In *Comcast*, the district court certified a liability and damages class under Rules 23(a) & (b)(3) comprised of more than two million current and former Comcast subscribers who sought damages for alleged violations of federal antitrust laws. *Id.* at 1429–31. Although the plaintiffs proposed four different theories of antitrust impact, the district court found that only one could be proved in a manner common to all class plaintiffs: the theory that “Comcast engaged in anticompetitive clustering conduct, the effect of which was to deter the entry of overbuilders in the Philadelphia” area. *Id.* at 1430–31 & n. 3. The plaintiffs’ expert calculated damages for the entire class,

however, using a model that failed to isolate the damages resulting from the one theory of antitrust impact the district court had allowed to proceed. *Id.* The district court nonetheless certified the class, finding that the damages related to the allowed theory could be calculated on a classwide basis. *Id.* at 1431. The Third Circuit affirmed. *Id.* The Supreme Court reversed in a decision that it described as turning “on the straightforward application of class-certification principles.” *Id.* at 1433. Because the plaintiffs would be entitled to damages resulting only from the allowed liability theory if they were to prevail on the merits, the Court instructed that the “model purporting to serve as evidence of damages ... must measure only those damages attributable to that theory. If the model does not even attempt to do that, it cannot possibly establish that damages are susceptible of measurement across the entire class for purposes of Rule 23(b)(3).” *Id.* at 1433.

Neither the Third Circuit nor the district court in *Comcast* had required the plaintiffs to link each liability theory to a damages calculation because, those courts reasoned, doing so would necessitate inquiry into the merits, which had no place in the class certification decision. *Id.* The Supreme Court rejected that analysis as contradictory to *Dukes*, 131 S.Ct. at 2551–52 & n. 6, and as improperly permitting plaintiffs to offer any method of damages measurement, no matter how arbitrary, at the class-certification stage, thereby reducing the predominance requirement of Rule 23(b)(3) “to a nullity.” *Comcast*, 133 S.Ct. at 1433. Due to the model's inability to distinguish damages attributable to the allowed theory of liability, the Supreme Court ruled that the predominance prerequisite of Rule 23(b)(3) did not warrant certification of a class. *Id.* at 1435. Accordingly, the Supreme Court reversed the certification order. *Id.*

A litigation class was being sought in *Comcast* and the district court had certified a class to determine both liability and damages. In contrast, a settlement class is being sought herein.

Further, one of the advantages of this proposed Settlement is that the Settlement Class Members will not have to prove causation, as they were required to do in *Comcast*. Further, the determination of damages in this case will be done through a separate process, with determinations as to the Qualifying Diagnoses by the BAP Providers and/or MAF Physicians, which along with the facts as to the Retired NFL Football Player's age and Eligible Seasons of play, will dictate where the Class Member falls within the Monetary Award Grid and determine, after any other Offsets, the amount of recoverable damages. Therefore, this case cannot be likened to *Comcast* wherein damages were being determined on a collective basis, as is typical in antitrust cases.

More recently, on remand from the Supreme Court directing that the decision in *Comcast, supra*, be addressed, the Honorable Richard Posner discussed the notion and significance of a separate determination of damages in *Butler v. Sears, Roebuck and Co.*, 727 F.3d 796 (7th Cir. 2013):

It would drive a stake through the heart of the class action device, in cases in which damages were sought rather than an injunction or a declaratory judgment, to require that every member of the class have identical damages. If the issues of liability are genuinely common issues, and the damages of individual class members can be readily determined in individual hearings, in settlement negotiations, or by creation of subclasses, the fact that damages are not identical across all class members should not preclude class certification. Otherwise defendants would be able to escape liability for tortious harms of enormous aggregate magnitude but so widely distributed as not to be remediable in individual suits.

Id. at 801 (determining, in consumer breach of warranty class action against manufacturer of washing machines, that common questions of law or fact predominated over questions affecting only individual class members and certifying mold defect class and sudden stoppage class). *See In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 722 F.3d 838 (6th Cir. 2013)

(“Where determinations on liability and damages have been bifurcated ... the decision in *Comcast*—to reject certification of a liability and damages class because plaintiffs failed to establish that damages could be measured on a classwide basis—has limited application. To the extent that *Comcast* ... reaffirms the settled rule that liability issues relating to injury must be susceptible of proof on a classwide basis to meet the predominance standard, our opinion thoroughly demonstrates why that requirement is met in this case.”); *McReynolds v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 672 F.3d 482, 491-92 (7th Cir. 2012) (distinguishing *Dukes*, and determining that a class action limited to determining liability on a class-wide basis, with separate hearing to determine – if liability is established – the damages of individual class members, or homogeneous groups of class members, is permitted by Rule 23(c)(4) and will often be the way to proceed).

In addition to the predominance requirement, Rule 23(b)(3) requires that the class action device be superior to other methods of adjudication. Factors the court may consider include:

- (A) the interest of members of the class in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already commenced by or against members of the class;
- (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- (D) the difficulties likely to be encountered in the management of a class action.²¹

FED. R. CIV. P. 23(b)(3)(A)-(D).

²¹ As stated earlier, any difficulties of management of this Settlement Class need not be considered when the Court is confronted with a request for settlement-only class certification because the proposal is that there be no trial. *See Amchem*, 521 U.S. at 620; *Sullivan*, 667 F.3d at 322 n.56.

Courts have recognized the benefits of “concentrating the litigation of claims in a single superior forum,” rather than requiring “numerous individual suits brought by claimants.” *Sullivan*, 667 F.3d at 311-12; *see also Amalgamated Workers Union of Virgin Islands v. Hess Oil Virgin Islands Corp.*, 478 F.2d 540, 543 (3d Cir. 1973) (“The ‘superiority requirement’ was intended to refer to the preferability of adjudicating claims of multiple-parties in one judicial proceeding and in one forum, rather than forcing each plaintiff to proceed by separate suit, and possibly requiring a defendant to answer suits growing out of one incident in geographically separated courts.”).

Moreover, in light of the JPML’s Order transferring these cases and consolidating them before this Court pursuant to 28 U.S.C. § 1407, “[t]his factor should . . . be of little or no significance in resolving the superiority issue.” NEWBERG ON CLASS ACTIONS, § 4:31. The JPML previously considered, pursuant to 28 U.S.C. § 1407, the desirability of centralizing the various concussion injury suits against the NFL Parties in this particular forum.

In this case, Plaintiffs contend that it makes good sense to resolve promptly the claims against the Released Parties in this forum through the class action device. Given the thousands of suits already commenced against the Released Parties in federal and state courts, approval of the Settlement and resolution of all concussion injury claims against the Released Parties in this forum benefits all Parties. Further, a class action suit is superior to any other form of adjudication because it provides the best way of managing and resolving the claims at issue here. “The superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.” *In re Warfarin*, 391 F.3d at 533-34 (citation and quotation marks omitted).

Consideration of judicial economy and prompt resolution of claims underscore the superiority of the class action in this case. Should each of the cases filed by Plaintiffs against the NFL Parties be litigated individually, the Parties could face decades of litigation and significant expense in many different state and federal courts throughout the country, potentially resulting in conflicting rulings. In addition, compensation resulting from litigation is highly uncertain, especially given the preemption issue at stake in this case, and may not be received, in any event, before lengthy and costly trial and appellate proceedings are complete. Moreover, the Settlement removes the overwhelming and redundant costs of individual trials. *See Sullivan*, 667 F.3d at 310-12.

In sum, the requirements of Rule 23 are readily satisfied at this preliminary stage and certification of the Settlement Class and Subclasses is appropriate.

C. Plaintiffs Faced Significant Challenges and Obstacles in the Litigation

Plaintiffs faced stiff and complex challenges in the litigation. *See Phillips Decl.* at ¶12. Their claims could have been dismissed in their entirety or drastically reduced on the basis of the NFL Parties' threshold legal arguments and defenses. Whether Plaintiffs could have maintained their claims and met their burden of proof when faced with a number of the arguments summarized below was a significant consideration in agreeing to the proposed Settlement Agreement.

1. Preemption

Plaintiffs' claims were at risk due to the NFL Parties' threshold legal argument that federal labor law precludes the litigation of Plaintiffs' claims in court. *See Phillips Decl.* at ¶13. In particular, in the Motions to Dismiss the Master Administrative Class Action Complaint and the Amended Master Administrative Long-Form Complaint on Preemption Grounds, the NFL

Parties claimed that Section 301 of the Labor Management Relations Act (“LMRA”) mandates the preemption of all state-law claims—whether based in negligence or fraud—whose resolution is substantially dependent upon or inextricably intertwined with the terms of a Collective Bargaining Agreement (“CBA”), or that arise under the CBA. *See* 29 U.S.C. §185(a) (codifying Section 301(a)); *see also Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 220 (1985). Citing decisions from courts around the country, the NFL Parties contended that resolution of Plaintiffs’ claims would substantially depend upon interpretations of the terms of the CBAs and that Plaintiffs’ claims arose under the CBA. *See, e.g., Duerson v. National Football League*, No. 12-C-2513, 2012 WL 1658353 (N.D. Ill. May 11, 2012); *Maxwell v. National Football League*, Civ. No. 11-08394, Order (C.D. Cal. Dec. 8, 2011); *see also Stringer v. National Football League*, 474 F. Supp.2d 894 (S.D. Ohio 2007). Each of these decisions found that the NFL players’ claims against the NFL or its Member Clubs relating to duties that are imposed by the CBAs were preempted because they required interpretation of CBA terms.

In support of this argument, the NFL Parties cited various CBA provisions relating to the Member Clubs’ duties to provide medical care to NFL players during their playing careers. *See, e.g.,* Art. XLIV §1 (1993 CBA); Art. XLIV §1 (2006 CBA) (club physicians’ duty to warn players about injuries “aggravated by continued performance”). The NFL Parties further highlighted other CBA provisions addressing rule-making, player safety rule provisions, grievance procedures, player benefits, as well as provisions of the NFL Constitution. The volume of CBA provisions and favorable court decisions on the preemption issue support the NFL Parties’ argument that the degree of care owed to retired NFL Football players must be considered in light of the pre-existing contractual duties imposed by the CBAs. The same arguments apply to Plaintiffs’ claims of fraudulent concealment and negligent misrepresentation.

The Plaintiffs offered well-reasoned arguments to oppose the NFL Parties' preemption defense. In particular, Plaintiffs asserted that controlling authority in the Third Circuit, *Kline v. Security Guards, Inc.*, 386 F.3d 246 (3d Cir. 2004), requires the presence of a concrete interpretive dispute over a specific CBA provision. Without an actual interpretive dispute of a specific term, there is no § 301 preemption, even if a CBA provision may be tangentially relevant as a factual matter. Despite the NFL Parties' reference to myriad CBA provisions, the Plaintiffs contended that none of the provisions gave rise to an *actual* dispute over the *interpretation* of any provision, and that the NFL Parties' arguments were theoretical at best.

Plaintiffs asserted factual arguments to distinguish their claims as well. For example, certain of the Retired NFL Football Players played their entire NFL careers during periods of time when no CBA was in effect (meaning there could be no preemption defense against these players). As to those Retired NFL Football Players for which a CBA was in effect during their NFL careers, the question of whether their claims turn on the interpretation of a CBA provision was disputed by Plaintiffs. For example, the NFL was not a signatory to a vast majority of the CBAs supposedly at issue.

As to Plaintiffs' fraudulent concealment and negligent misrepresentation claims, Plaintiffs powerfully asserted that the Third Circuit squarely held that where a plaintiff alleges fraud stemming from statements issued outside of the CBA bargaining process, the "elements of state law fraud" do "not depend on the [CBA]." *Trans Penn Wax Corp. v. McCandless*, 50 F.3d 217, 232 (3d Cir. 1995). Plaintiffs thus argued that their fraud claims turned on whether the NFL Parties had spoken about concussions truthfully, and on how those statements affected the decisions of the players. Since neither question demanded an investigation into the terms of the CBAs, Plaintiffs argued that the preemption defense could be defeated.

Thus, the legal issue of Section 301 LMRA preemption presented a significant challenge for both sides. The NFL Parties had strong arguments, legal authority, and facts. Plaintiffs, in turn, presented a forceful response. After extensive briefing on the matter, the Court heard oral argument on April 9, 2013, taking the matter under advisement. Had the Court accepted the NFL Parties' arguments, the Plaintiffs' claims could have been dismissed outright, rendered impracticable, or severely jeopardized or impaired.

2. Causation

Here, the Retired NFL Football Players brought suit for injuries allegedly resulting from head trauma they suffered during their NFL careers. Plaintiffs allege that had the NFL Parties properly treated these head traumas and, had they provided Plaintiffs with information they possessed concerning the risk of concussion, these players would not have suffered such debilitating injuries or the injuries could have been minimized. In deciding whether to resolve the Plaintiffs' claims outside of litigation, Co-Lead Class Counsel, Class Counsel and Subclass Counsel took into consideration the significant legal impediments surrounding the Plaintiffs' ability to prove causation and obtain verdicts in the absence of a settlement. Specifically, but for the proposed Settlement, Plaintiffs would have had to demonstrate that the actions of the NFL Parties, in allegedly concealing risks of concussion and exposing them to head traumas on numerous occasions, was the legal cause of their injuries. Plaintiffs anticipate that the NFL Parties would have argued that Plaintiffs could not meet their burden because it was also possible that the injuries resulted from some other cause unrelated to football, or from head impacts suffered playing football in middle school, high school and/or college.

3. Statutes of Limitation

In the NFL Parties' motions to dismiss on preemption grounds, discussed above, the NFL Parties reserved the right to assert statute of limitations defenses in future motions to dismiss. “Challenges based on the statute of limitations . . . have usually been rejected and will not bar predominance satisfaction because those issues go to the right of a class member to recover, in contrast to underlying common issues of the defendant's liability.” *In re Linerboard Antitrust Litig.*, 305 F.3d 145, 163 (3d Cir. 2002) (quoting NEWBERG ON CLASS ACTIONS § 4.26 (3d ed.)). Nevertheless, a significant potential risk for Plaintiffs and Settlement Class Members moving forward with this litigation is that the NFL Parties could invoke a statute of limitations defense. See Phillips Decl. at ¶15. Many of the Retired NFL Football Players have not played for years, or even decades. Certain Settlement Class Members' brain injuries and symptoms have been present for several years or even decades. This scenario presents a serious challenge as the NFL Parties could argue that as a result of the timing of certain Plaintiffs' injuries, their claims are outside the applicable statute of limitations.

In cases where the causal connection between a plaintiff's injury and another's conduct is not apparent, many states have adopted a “discovery rule” that delays the accrual of a plaintiff's claim until the plaintiff discovers or reasonably should have discovered that they suffered an injury and that the injury was caused by the defendant. See, e.g., *Pedersen v. Zielski*, 822 P.2d 903, 906 (Alaska 1991) (stating that statute does not begin to run under discovery rule until claimant discovers, or reasonably should have discovered, existence of elements essential to his cause of action); *Anson v. Am. Motors Corp.*, 747 P.2d 581, 584 (Ariz. Ct. App. 1987)

(recognizing that cause of action does not accrue until plaintiff discovers or should have discovered that he had been injured by defendant's conduct).²²

However, several states have declined to adopt a "discovery rule," holding that a plaintiff's claim accrues upon the date of the injury. *See, e.g., Utilities Bd. of Opp v. Shuler Bros., Inc.*, No. 1111558, 2013 WL 3154011, at *4 (Ala. June 21, 2013) (stating that there is no discovery rule for negligence claims); *Chalmers v. Toyota Motor Sales*, 935 S.W.2d 258, 261 (Ark. 1996) (stating that there is no discovery rule for personal injury cases); *Johnston v. Dow & Coulombe, Inc.*, 686 A.2d 1064, 1066 (Me. 1996) (discovery rule is limited to claims for legal malpractice, medical malpractice, and asbestosis).²³

As noted above, many of the players have been retired from NFL Football for many years or even decades. Therefore, the repetitive, traumatic sub-concussive and/or concussive head impacts which occurred while participating in games and practice happened a long time ago. Thus, in states that have not adopted a discovery rule, the NFL Parties could argue that each player's cause of action accrued at the time of the initial impact that caused the players to suffer

²² *See, e.g., Fox v. Ethicon Endo-Surgery, Inc.*, 110 P.3d 914, 920 (Cal. 2005) (stating that discovery rule postpones accrual of cause of action until plaintiff discovers, or has reason to discover, cause of action); CONN. GEN. STAT. § 52-584 (statute of limitations begins to run from date when injury is first sustained or discovered or in exercise of reasonable care should have been discovered); IDAHO CODE ANN. § 5-219(4) (when fact of damage has been fraudulently and knowingly concealed, a cause of action accrues when injured party knows or in exercise of reasonable care should have been put on inquiry of condition); *Bowen v. Eli Lilly & Co., Inc.*, 557 N.E.2d 739, 741 (Mass. 1990) (stating that under discovery rule, cause of action accrues when event or events have occurred that were reasonably likely to put plaintiff on notice that someone may have caused his injury).

²³ *See also Herrmann v. McMenemy v. Severson*, 590 N.W.2d 641, 643 (Minn. 1999) (statute of limitations is not tolled by ignorance of cause of action); *Carr v. Anding*, 793 S.W.2d 148, 150 (Mo. Ct. App. 1990) (recognizing that Missouri has rejected discovery rule and statute of limitations runs when fact of damage is capable of ascertainment, although not actually discovered); *Dreyer-Lefevre v. Morissette*, No. 56653, 2011 WL 2623955, at *2 (Nev. July 1, 2011) (discovery rule does not apply to cause of action for injuries to person caused by wrongful act or neglect of another); N.Y.C.P.L.R. § 2-14 (discovery rule is limited to toxic tort and foreign object causes of action); *Koenig v. Lambert*, 527 N.W.2d 903, 905 (S.D. 1995) (recognizing that legislature has acknowledged and rejected discovery rule), *overruled on other grounds*, 567 N.W.2d 220 (S.D. 1997); VA.. CODE ANN. § 8.01-230 ("the right of action shall be deemed to accrue and the prescribed limitation period shall begin from the date the injury is sustained in the case of injury to the person").

a traumatic brain injury. Accordingly, Plaintiffs' claims would likely be subject to the defense that each player who suffered his initial head impact outside the applicable statute of limitations does not have timely claims and should be dismissed.

Further, in each of the states that has adopted a discovery rule, the NFL Parties could argue that Plaintiffs' causes of action are untimely when applying the applicable discovery rule. The NFL Parties could assert that certain Plaintiffs have been aware of their injuries for years and believed that NFL Football caused their injuries. Moreover, the NFL Parties may argue that the public records put Plaintiffs on notice of their potential claims years ago, such that certain Plaintiffs failed to file their claims in a timely manner.

Based on the foregoing, the statute of limitations defenses available to the NFL Parties pose a significant risk to the claims of many of the Plaintiffs and Settlement Class Members. This proposed Settlement appropriately factors in, and avoids, the significant risks presented by the NFL Parties' statute of limitation defenses.

4. Assumption of Risk

As the NFL has done in other litigation, the NFL Parties are expected to raise the defense that Plaintiffs had assumed the risks of the cognitive injuries they developed. *See Phillips Decl.* at ¶15. It is well known that football poses serious injury risks as countless individuals (at all levels of the sport) incur personal injuries every year while playing the sport. It is also well known that countless individuals suffer serious head trauma, including concussions, while playing football. Therefore, it would not be unexpected that the NFL Parties would present a strong assumption of risk argument in opposing the Plaintiffs' claims.

Under the doctrine of assumption of risk, one who voluntarily participates in an activity, such as tackle football, consents to those commonly appreciated risks that are inherent in and

arise out of the nature of the activity generally and flow from such participation. *See Alqurashi v. Party of Four, Inc.*, 89 A.D.3d 1047, 1047 (N.Y. App. Div. 2d Dept. 2011) (“The doctrine of primary assumption of risk provides that a voluntary participant in a sporting or recreational activity consents to those commonly appreciated risks which are inherent in and arise out of the nature of the sport generally and flow from such participation”) (citations and internal quotations omitted).²⁴

Therefore, in light of the great risk of physical injury that is inherent in football, the doctrine of assumption of risk poses a significant challenge to Plaintiffs’ claims going forward. Indeed, the doctrine has been recognized or applied in numerous cases involving football players who were injured while playing the sport. *See, e.g., Brown v. National Football League*, 219 F. Supp. 2d 372, 389 (S.D.N.Y. 2002) (noting that state law claims by NFL player for injuries incurred while playing professional football” will “implicate . . . ordinary concepts of negligence and assumption of risk”); *Glazier v. Keuka Coll.*, 275 A.D.2d 1039 (N.Y. App. Div. 2000) (plaintiffs assumed risk of injuries, as matter of law, by engaging in tackle football game between two residence halls); *Hunt v. Skaneateles Cent. Sch. Dist.*, 227 A.D.2d 939 (N.Y. App. Div. 1996) (high school student assumed risk of football related injury); *Benitez v. New York City Bd. of Educ.*, 73 N.Y.2d 650 (1989) (same); *Fortier v. Los Rios Cmty. Coll. Dist.*, 52 Cal. Rptr. 2d 812 (Cal. App. 4th 1996) (doctrine of assumption of risk precluded collegiate football

²⁴ *See also Savino v. Robertson*, 652 N.E.2d 1240, 1244 (Ill. App. 1995) (enactment of Illinois’ modified comparative fault statute has no effect on express assumption of risk, where plaintiff expressly assumes dangers and risks created by activity or defendant’s negligence, or on primary implied assumption of risk, where plaintiff knowingly and voluntarily assumes risks inherent in particular situation or defendant’s negligence); *Coomer v. Kansas City Royals Baseball Corp.*, Nos. WD 73984, WD 74040, 2013 WL 150838, at *3 (Mo. Ct. App. Jan. 15, 2013) (“Primary implied assumption of risk operates to negate the negligence element of duty . . . [t]he plaintiff’s voluntary participation in the activity serves as consent to the known, inherent, risks of the activity and relieves the defendant of the duty to protect the plaintiff from those harms.”) (internal citations omitted); *Fortier v. Los Rios Cmty. Coll. Dist.*, 52 Cal. Rptr. 2d 812 (Cal. App. 4th 1996) (applying doctrine of assumption of risk to preclude football player’s claims for personal injuries).

player from recovering from community college for personal injuries sustained during football practice); *cf. Hackbart v. Cincinnati Bengals, Inc.*, 601 F.2d 516, 520 (10th Cir. 1979) (noting that theory of negligence would not support holding NFL team liable, “since subjecting another to unreasonable risk of harm, the essence of negligence, is inherent in the game of football, for admittedly it is violent,” and drawing distinction that where football player is subject to intentional conduct that results in infliction of injuries in reckless disregard of his rights, only then may NFL team be liable for such intentional conduct, since it is “highly questionable whether a professional football player consents or submits to injuries caused by conduct not within the rules”).

Even in those states that do not recognize assumption of risk as a defense, such states will nevertheless consider concepts such as contributory negligence or comparative fault to limit any recovery by a plaintiff, where that plaintiff is deemed to have engaged in a dangerous activity that contributed to his or her injuries.²⁵ *See generally Brown*, 219 F. Supp. 2d at 384 n.5 (noting that “implied assumption of risk is no longer a complete defense, but is subsumed under

²⁵ *See, e.g.*, ARIZ. REV. STAT. ANN. § 12-2505 (contributory negligence is defense in Arizona); *Valley Elec., Inc. v. Doughty*, 528 P.2d 927, 928 (Colo. Ct. App. 1974) (contributory negligence is defense where plaintiff engaged in dangerous activity); *Allen v. Kamp’s Beauty Salon, Inc.*, 177 So. 2d 678, 679 (Fla. Dist. Ct. App. 1965) (contributory negligence is defense in Florida); *Garrett v. NationsBank, N.A. (S.)*, 491 S.E.2d 158 (Ga. App. 1997) (contributory negligence is defense in Georgia); *Funston v. Sch. Town of Munster*, 849 N.E.2d 595 (Ind. 2006) (contributory negligence is defense in Indiana); *Smith v. McGittigan*, 376 So. 2d 598 (La. Ct. App. 1979) (contributory negligence is defense in Louisiana); *Collins v. Nat’l R.R. Passenger Corp.*, 9 A.3d 56 (Md. 2010) (contributory negligence is defense in Maryland); MASS. GEN. LAWS ANN. ch. 231, § 85 (contributory negligence is defense in Massachusetts); MICH. COMP. LAWS ANN. § 600.2959 (comparative fault is defense in Michigan); MINN. STAT. ANN. § 604.01 (comparative fault is defense in Minnesota); *Stallings v. Food Lion, Inc.*, 539 S.E.2d 331 (N.C. App. 2000) (contributory negligence is defense under North Carolina law); OHIO REV. CODE § 2315.19(B)(4) (comparative fault is defense under Ohio law); 42 PA. CONS. STAT. ANN. § 7102 (comparative negligence is defense in Pennsylvania); *McIntyre v. Balentine*, 833 S.W.2d 52 (Tenn. 1992) (comparative fault is defense in Tennessee); TEX. CIV. PRAC. & REM. CODE ANN. § 33.001 (comparative fault is defense in Texas); WASH. REV. CODE ANN. § 4.22.005 (West) (contributory fault is defense in Washington).

New York’s comparative fault statute”); *see also Britenriker v. Mock*, No. 3:08 CV 1890, 2009 WL 2392917, at *5 (N.D. Ohio July 31, 2009) (same; applying Ohio law).

Therefore, based on the well-known risks of injury associated with football, to proceed with this litigation would expose Plaintiffs to significant risks and challenges based on the defenses of assumption of risk, contributory negligence, and comparative fault.

5. Other Defenses

The NFL Parties also may assert a statutory employer defense in this litigation. Pursuant to this defense, a general contractor (or other similarly situated employer) can be held immune from suit, with the applicable Workers’ Compensation Act providing the exclusive remedy to an injured employee of a subcontractor. *See Fulgham v. Daniels J. Keating Co.*, 285 F. Supp. 2d 525, 537 (D.N.J. 2003) (once employer qualifies as statutory employer under Pennsylvania Workers’ Compensation Act, it is immune from suit even if injured worker’s immediate employer provides benefits; statutory employer retains its common law immunity in exchange for its secondary liability under Workers’ Compensation Act).

In Pennsylvania, to create the relation of statutory employer under section 203 of the act (77 PA. CONS. STAT. ANN. § 52), all of the following elements essential to a statutory employer’s liability must be present: (1) an employer who is under contract with an owner or one in the position of an owner; (2) premises occupied by or under the control of such employer; (3) a subcontract made by such employer; (4) part of the employer’s regular business is entrusted to such subcontractor; and (5) an employee of such subcontractor. *Rolick v. Collins Pine Co.*, 925 F.2d 661, 663 (3d Cir. 1991) (citing *McDonald v. Levinson Steel Co.*, 302 Pa. 287 (1930)); *see also Al-Ameen v. Atlantic Roofing Corp.*, 151 F. Supp. 2d 604, 606 (E.D. Pa. 2001) (citing *McDonald* test).

The statutory employer defense is widely recognized as precluding injured employees of subcontractors from recovering damages from general contractors.²⁶ In such cases, courts recognize that the injured employee's claims are in the nature of Workers' Compensation claims, and that both the subcontractor and general contractor should be immunized from common law liability.

Thus, one may expect the NFL Parties to pursue the statutory employer defense in this case. The NFL Parties may argue they are similarly situated to a general contractor with respect to the injured players, and the injured players are akin to the employees of subcontractors. Therefore, if this litigation goes forward in the absence of a settlement agreement, the NFL Parties may argue that they are immune from suit as the statutory employers of the injured Retired NFL Football Players.

D. The Proposed Form and Method of Class Notice Satisfy Due Process

Under Rule 23(e)(1) of the Federal Rules of Civil Procedure, when approving a class action settlement, the district court "must direct notice in a reasonable manner to all class members who would be bound by the proposal." FED. R. CIV. P. 23(e)(1). In addition, for classes certified under Rule 23(b)(3), courts must ensure that class members receive "the best notice that is practicable under the circumstances, including individual notice to all members

²⁶ See, e.g., *Young v. Envtl. Air Products, Inc.*, 665 P.2d 40, 45-46 (Ariz. 1983) (Arizona recognizes the statutory employer defense); *Zamudio v. City & Cnty. of San Francisco*, 82 Cal. Rptr. 2d 664 (Cal. App. 1999) (California recognizes statutory employer defense); *Finlay v. Storage Tech. Corp.*, 764 P.2d 62 (Colo. 1988) (Colorado recognizes statutory employer defense); *Entergy Gulf States, Inc. v. Summers*, 282 S.W.3d 433 (Tex. 2009) (Texas recognizes statutory employer defense); *Roberts v. City of Alexandria*, 246 Va. 17, 19 (1993) (Virginia recognizes statutory employer defense); *Manor v. Nestle Food Co.*, 932 P.2d 628, 632 (Wash. 1997) *amended*, 945 P.2d 1119 (Wash. 1997) and *disapproved of on other grounds by Washington Indep. Tel. Ass'n v. Washington Utilities & Transp. Comm'n*, 64 P.3d 606 (Wash. 2003) (Washington recognizes statutory employer defense).

who can be identified through reasonable effort.” FED. R. CIV. P. 23(c)(2)(B); *see Amchem*, 521 U.S. at 617; *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 173 (1974).

Due process requires that notice be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *DeJulius v. New England Health Care Emps. Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005). Rule 23(c)(2)(B) provides that the “notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” FED. R. CIV. P. 23(c)(2)(B).

The form and content of the proposed Long-form notice (the “Notice”) and the short-form notice (“Summary Notice”) satisfy all these legal parameters. *See* Exhibits 3 and 5 at Notice Plan, appended to the Kinsella Declaration (Exhibit C to this Motion). Each form of notice is written in plain and straightforward language consistent with Rules 23(c)(2)(B) and 23(e)(1). The Notice objectively and neutrally appraises all Settlement Class Members of the nature of the action; the definition of the Settlement Class sought to be certified for purposes of the Settlement; the Settlement Class claims and issues; that Settlement Class Members may enter an appearance through an attorney before the Court at the Fairness Hearing (in accordance with the procedures set forth in the Notice); that the Court will exclude from the Settlement Class anyone who elects to opt out of the Settlement (and sets forth the procedures and deadlines

for doing so); and the binding effect of a class judgment on Settlement Class Members under Rule 23(c)(3)(B). The Notice additionally discloses the date, time, and location of the Fairness Hearing, and the procedures and deadlines for the submission of objections to any aspect of the Settlement. These disclosures are complete and should be approved by the Court. *See In re Certainteed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. 468, 482-83 (E.D. Pa. 2010); *In re Ikon Office Solutions, Inc. Sec. Litig.*, 194 F.R.D. 166, 175 (E.D. Pa. 2000).

To deliver the best notice practicable to Settlement Class Members, Co-Lead Class Counsel, together with their notice agent, Katherine Kinsella, President of Kinsella Media LLC, have developed a comprehensive and innovative Notice Plan that far exceeds the requirements of Rule 23 and due process. As described earlier, the notice plan supplements traditional methods of direct and publication notice with an ambitious outreach strategy designed to find missing Settlement Class Members who are Retired NFL Football Players. *See* Kinsella Declaration, ¶30. The direct notice will be accomplished by mailing the Long-form notice to each known Settlement Class Member. The Settlement Class Members' addresses will be extracted from the following data sets: current Bert Bell/Pete Rozelle NFL Player Retirement Plan pension list; Retired NFL Football Player address data collected and used in the *Dryer* case; a list of NFL players active through 2010 compiled by STATS; a list of former World League of American Football, NFL Europe, and NFL Europa players; and a list of former AFL players. Unlike many class actions, this direct mailed notice will provide for actual individual notice to a great many Settlement Class Members.

Further, the Social Security Death Index will be used to identify additional deceased Retired NFL Football Players, the LexisNexis Relative Search will be used to find a nearest relative or last person to live with the deceased player, and the National Change of Address

Database will be used to get the most recent addresses. In addition, publication notice will be accomplished through full-page color advertisements in consumer magazines, thirty-second radio and television advertisements, and internet advertisements. See Kinsella Declaration, ¶¶19-23. These direct notice and publication notice strategies, alone, satisfy the requirements of Rule 23 and due process. See *Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d 86, 90 (3d Cir. 1985) (“It is well settled that in the usual situation first-class mail and publication in the press fully satisfy the notice requirements of both FED. R. CIV. P. 23 and the due process clause.”); *In re Certainteed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. at 482-83 (finding that direct mailing and advertisements on television and internet satisfied requirements of Rule 23 and due process); *Grunewald v. Kasperbauer*, 235 F.R.D. 599, 609 (E.D. Pa. 2006) (same for direct mailing and advertisements in three newspapers and internet); *In re Prudential Sec. Inc. Ltd. P’ships Litig.*, 163 F.R.D. 200, 210-11 (S.D.N.Y. 1995) (finding that notice by first class mail is the best notice practicable, and publication in a major newspaper “will have the broadest reach to inform those members of the Class who, for some reason, may not receive the mailed Notice”); *Trist v. First Federal Savings & Loan Assoc. of Chester*, 89 F.R.D. 1, 2 (E.D. Pa. 1980) (notice that failed to reach one-eighth of class was sufficient). Similar levels of penetration have been deemed adequate under Rule 23 and the Due Process clause. See *In re Heartland Payment Systems, Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1061 (S.D. Tex. 2012) (notice plan that expert estimated would reach 81.4% of class was sufficient); *Alborton v. Commonwealth Land Title Ins. Co.*, No. 06-3755, 2008 WL 1849774, at *3 (E.D. Pa. Apr. 25, 2008) (direct notice projected to reach 70% of class plus publication in newspapers and internet was sufficient); *Grunewald*, 235 F.R.D. at 609 (direct mail to 55% of class and publication in three newspapers and internet was sufficient); *In re Lupron Marketing and Sales*

Practices Litig., 228 F.R.D. 75, 96 (D. Mass. 2005) (notice plan that experts predicted would expose 80% of class to notice was sufficient). Plaintiffs' Notice experts estimate that the Notice Plan, as a whole, will reach approximately 90% of the Settlement Class Members. *See* Kinsella Declaration, ¶36.

In addition, the proposed Notice Plan provides that the Class Members will have more than 90 days from the commencement of the Class Notice period until the deadline for opting out. It is well-settled that 30 to 60 days notice is sufficient to allow class members to make their decisions to accept the settlement, object or exclude themselves. *See, e.g., In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 962 F. Supp. 450, 562 (D.N.J. 1997) (citing cases). Thus, the amount of time allotted in this case is clearly sufficient. Because the proposed notice plan easily fulfills the requirements of Rule 23 and the due process, it should be approved by the Court.

E. The Court Should Stay This Action and Enjoin Related Lawsuits By Settlement Class Members

Along with staying the instant litigation and all other Related Lawsuits against the NFL Parties (and other Released Parties), the Court should enjoin all Settlement Class Members, unless and until they have been excluded from the Settlement Class by action of the Court, or until the Court denies approval of the Class Action Settlement, or until the Settlement Agreement is otherwise terminated, from filing, commencing, prosecuting, continuing to prosecute, supporting, intervening in, or participating as plaintiffs, claimants, or class members in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances at issue, in the Class Action Complaint, Related Lawsuits and/or the Released Claims. No such injunction would apply to the Riddell Defendants. Such "injunctive relief is commonly granted

in preliminary approvals of class-action settlements pursuant to the All Writs Act and the Anti-Injunction Act.” *In re Uponor, Inc.*, No. 11-MD-2247, 2012 U.S. Dist. LEXIS 5339, 23-34 (D. Minn. Jan. 18, 2012); *see also In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 261 F.3d 355, 360-61 (3d Cir. 2001) (upholding order enjoining all class members from “filing, commencing, prosecuting, continuing, litigating, intervening in or participating as class members in, any lawsuit in any jurisdiction based on or related to the facts and circumstances underlying the claims and causes of action in this lawsuit, unless and until such [class member] has timely excluded herself or himself from the Class.”); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1018, 1025 (9th Cir. 1997) (upholding preliminary class settlement approval order enjoining duplicative state actions).

The All Writs Act authorizes courts to “issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.” 28 U.S.C. § 1651(a). While the Anti-Injunction Act limits a federal court’s powers under the All Writs Act, it expressly authorizes a federal court to enjoin parallel state court proceedings—including indirectly, by enjoining the parties to state court proceedings—“where necessary in aid of its jurisdiction, or to protect or effectuate its judgments.” 28 U.S.C. § 2283; *see also In re Diet Drugs Prods. Liab. Litig.*, 282 F.3d 220, 233 (3d Cir. 2002) (“An order directed at the parties and their representatives, but not at the court itself, does not remove it from the scope of the Anti-Injunction Act.”). *See Winkler v. Eli Lilly & Co.*, 101 F.3d 1196, 1202 (7th Cir. 1996); *Carlough v. Amchem Prods., Inc.*, 10 F.3d 189, 202–04 (3d Cir. 1993); *Battle v. Liberty Nat’l Life Ins. Co.*, 877 F.2d 877, 882 (11th Cir. 1989); *In re Corrugated Container Antitrust Litig.*, 659 F.2d 1332, 1334–35 (5th Cir. 1981). *See also In re Chinese-Manufactured Drywall Prod. Liability Litig.*, No. 10-361, 2011 WL 2313866, at *6-7 (E.D. La. June 9, 2011) (staying actions

pending in Louisiana state court pursuant to authority under the All Writs Act and the Anti-Injunction Act's necessary in aid of jurisdiction exception); *Kaufman v. American Exp. Travel Related Services Co., Inc.*, 264 F.R.D. 438 (N.D. Ill. 2009) (enjoining proceedings in several related litigations, including one in California state court); *see also In re Diet Drugs*, 282 F.3d at 228, 242 (affirming district court order nullifying state court order).

Here, issuance of this injunction is necessary and appropriate in aid of the Court's jurisdiction because, as recognized by the Third Circuit, "[t]he threat to the federal court's jurisdiction posed by parallel state actions is particularly significant where there are conditional class certifications and impending settlements in federal action." *Diet Drugs*, 282 F.3d at 236 (citations omitted)("In complex cases where certification or settlement has received conditional approval ... the challenges facing the overseeing court are such that it is likely that almost any parallel litigation in other fora presents a genuine threat to the jurisdiction of the federal court."); *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 314 F.3d 99, 104 (3d Cir. 2002) ("[D]istrict courts overseeing complex federal litigation are especially susceptible to disruption by related actions in state fora."). Indeed, the "success of any federal settlement [is] dependent on the parties' ability to agree to the release of any and all related civil claims[.]" *In re Baldwin-United Corp.*, 770 F.2d 328, 337 (2d Cir. 1985). Parallel state actions threaten this interest by undermining "the finality of any federal settlement." *Id.*

That is precisely the case here. This is a complex, multi-district litigation involving over 300 consolidated actions and over 5,000 plaintiffs (and with the proposed class, involves thousands more), multiple rounds of motion practice, and oral argument. The Settling Parties have engaged in hard-fought, difficult negotiations and reached a comprehensive, global settlement. Yet the NFL Parties and other Released Parties could remain exposed to "countless

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Exhibit D

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS'
CONCUSSION INJURY LITIGATION

Kevin Turner and Shawn Wooden, on behalf of themselves
and others similarly situated,

Plaintiffs,

V.

National Football League and NFL Properties LLC,
successor-in-interest to NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

CIVIL ACTION NO: _____

**DECLARATION OF MEDIATOR AND FORMER
UNITED STATES DISTRICT COURT JUDGE LAYN R. PHILLIPS
IN SUPPORT OF PRELIMINARY APPROVAL OF SETTLEMENT**

Layn R. Phillips declares as follows:

1. I am the Court-appointed mediator in this action and a former United States District Court Judge. I submit this declaration in support of preliminary approval of the proposed class action settlement between the proposed Plaintiff Class and defendants NFL and NFL Properties LLC (collectively, the “NFL Parties”).

2. At the request of the Court, I conducted an extensive mediation over the course of the last five months that produced the proposed settlement now before the Court for preliminary approval. The parties negotiated this settlement under my supervision. The talks were vigorous,

at arm's length, and in good faith. Based on my extensive experience as a mediator and former judge, my frequent and detailed discussions with the parties, and the information made available to me during the mediation, I believe that the \$760 million proposed settlement (plus attorneys' fees and reasonable costs) represents a fair and reasonable settlement given the substantial risks involved for both sides. Without waiver of the mediation privilege, I describe below the reasons for my view.

Qualifications and Experience

3. I am a partner at Irell & Manella LLP. I am a member of the bars of Oklahoma, Texas, California and the District of Columbia, as well as the United States Courts of Appeals for the Ninth and Tenth Circuits. I am the former United States Attorney for the Northern District of Oklahoma and a former United States District Court Judge for the Western District of Oklahoma. I founded the Irell & Manella Alternative Dispute Resolution Center, where I have headed the firm's ADR practice since 1991.

4. I have successfully mediated complex commercial cases, including hundreds of class actions, for over twenty years. Before that, as a federal judge, I presided over hundreds of settlement conferences in complex business disputes and class actions. I have been appointed Special Master by numerous federal courts in complex civil proceedings. It is not uncommon for me to settle billions of dollars of disputes on an annual basis. It is my understanding that I was nominated by the parties and appointed by the Court to mediate this important matter in part because of my extensive experience resolving complex, high-visibility disputes of this kind.

The Mediation Process

5. Under my supervision, beginning immediately upon my appointment by the Court in July of this year, the parties engaged in arm's-length, hard-fought negotiations. As is my

practice, I conducted multiple face-to-face mediation sessions with both sides present, as well as many separate caucus sessions where I met only with one side or the other. All of these in-person mediation sessions were conducted in New York City. However, I also engaged in considerable telephonic follow-up work with all of the parties involved. In addition, counsel for the parties conducted extensive negotiations outside my presence pursuant to requests and directions that I gave to them. I dedicated more than twelve full days to mediate this matter in addition to the considerable hours I invested in discussions with the parties outside these formal sessions.

6. At all times, the parties aggressively asserted their respective positions on a host of issues. On occasion, the negotiations were contentious (although both sides were always professional). Because of the schedule that the Court imposed and the number and complexity of issues to be resolved, members of my mediation team and I sometimes multi-tracked mediation efforts by separately addressing different sets of issues with various counsel and the parties' experts during in-person mediation sessions in New York City, as well as during the telephonic follow-up process. On almost every day between my appointment as mediator and the announcement of the settlement on August 29, the parties and I discussed issues relating to possible settlement.

7. Plaintiffs and the NFL Parties each were represented by highly experienced, effective and aggressive counsel. I was satisfied throughout the negotiations that the parties' positions were thoroughly explored and advanced. Multiple law firms and individual counsel were involved on behalf of both sides. These counsel presented an impressive array of legal experience, talent, and expertise. Moreover, in order to ensure the adequate and unconflicted representation of all of the proposed class members, Plaintiffs agreed during the negotiations to

9. During the course of the mediation and at my request, the parties submitted various mediation materials to me and made multiple presentations regarding their positions on various factual and legal issues. I was assisted in my work and analysis by colleagues at my law firm, who independently reviewed the materials and the relevant law. During the mediation

and the transcript of the oral argument before this Court. Both sides made compelling arguments for their clients. Plaintiffs' counsel recognized that the claims of many members of the class may have been dismissed outright if the NFL Parties prevailed on the motions to dismiss, thereby impairing the ability of many Plaintiffs to proceed in the litigation. Plaintiffs' counsel provided a strong response to the NFL Parties' motion, relying heavily on *Kline v. Security Guards, Inc.*, 386 F.3d 246 (3d Cir. 2004), a Third Circuit case that was discussed extensively at the hearing before this Court. Thus, the NFL Parties also faced risk that their motions would be denied, in whole or in part, and that the claims of many players would proceed through litigation. Although the parties did not know (and still do not know) the outcome of the motions to dismiss, the significant risks for both sides squarely presented before the Court in the motion papers hastened the parties' settlement efforts.

14. Third, Plaintiffs also faced significant hurdles in proving causation, *i.e.*, that the players suffered cognizable injuries *as a result of* concussions and sub-concussive hits they experienced while playing in the NFL. There is little doubt that both general and case-specific causation would be hotly contested if these matters were litigated, and Plaintiffs faced a significant risk that they would not be able to prevail in the end. In particular, Plaintiffs would likely be faced with having to prove that their alleged injuries were caused by their NFL careers rather than by some cause unrelated to football or by prior football experience in middle school, high school and college. Many members of the proposed class had short NFL careers and played substantially more football before joining the NFL, which made this burden all the more challenging. There are also many members of the proposed class who developed their symptoms later in life and may therefore have had difficulty proving that their alleged injuries are not a result of the normal aging process. More broadly, the science regarding concussions and sub-

concussive hits and cognitive impairment is still evolving, which makes it more difficult to prove negligence or fraud the earlier a player played. The research is often contradictory, thereby creating additional hurdles for a successful prosecution of Plaintiffs' claims.

15. Plaintiffs faced other legal hurdles as well, including, but not limited to, various statute of limitations arguments and the assertion of the "assumption of risk" defense based on the argument that the retired NFL players knew at the time they played that football could be a dangerous activity and that the players assumed that risk when they chose to play.

16. Like Plaintiffs, the NFL Parties also faced great risks if they chose to litigate these cases. There was a significant risk that the Court would not accept, in whole or in part, the NFL Parties' preemption defense, which in turn would leave much of the case intact. The same was true of the NFL Parties' other legal defenses of statute of limitations and assumption of risk. If the NFL Parties did not succeed on dismissing all of these cases as a matter of law, they faced years of very expensive discovery and potentially hundreds of trials in state and federal courts around the country. Among Plaintiffs' many claims and allegations, the NFL Parties faced the risks of litigating issues relating to helmet safety standards and rules of football play. Each potential lawsuit carried with it the risk of a significant damage verdict and a negative precedent that could affect all cases that followed.

17. In short, both sides faced substantial risks if they chose to litigate these matters and tremendous benefits if they could fairly resolve their differences.

The Fairness and Adequacy of the Proposed Settlement

18. The negotiated settlement produced by the mediation process, as reflected in the parties' proposed settlement agreement, represents a thoughtful, deliberative, extraordinary and comprehensive settlement that will benefit thousands of NFL retirees and their families. If the

settlement is approved, NFL retirees immediately will be entitled to an innovative baseline testing program and, depending on their diagnosis, certain supplemental medical benefits. In addition, players that are diagnosed with serious forms of dementia, ALS, Alzheimer's Disease, Parkinson's Disease, and certain instances of CTE will be eligible to receive cash awards of up to \$5 million, depending on the disease, the age of the player at diagnosis, the length of the player's career playing in the NFL and certain associated leagues and certain other relevant factors. The benefits will be made available promptly after the Effective Date of the settlement and will remain available for sixty-five years, ensuring that players who appear healthy today but develop these kinds of medical issues in the future will have the comfort of knowing that compensation is available through the settlement fund. The settlement also allocates substantial funding for education to advance the safety of the sport, including in youth football. At the same time, the settlement protects the rights of retired NFL players to continue to benefit from benefits that have been collectively bargained for between the NFL and the NFL Players Association, including pension benefits, and medical and disability benefits such as the 88 Plan and the Neuro-Cognitive Disability Benefit that was introduced in the 2011 Collective Bargaining Agreement. Plaintiffs' counsel fought hard to ensure that the retired NFL players could continue to apply for these extensive benefits, and the NFL Parties agreed that they would not enforce any release that had been signed by a class member in connection with applying for the Neuro-Cognitive Disability Benefit when he seeks to take part in the settlement benefits.

19. Based upon my extensive experience in this case and other complex actions, I believe that the settlement benefits provided to the class members as described above are fair and reasonable in light of the parties' claims and defenses, and the expense, uncertainty and time inherent in litigating the retired players' claims to judgment. In particular, it is my considered

judgment that Plaintiffs would be unlikely to have obtained more money and benefits without going through years of discovery and trial, where they would face substantial risks of loss due to their inability to prove negligence or fraud on the part of the NFL Parties or judgments below what they will receive in this proposed settlement. In addition, even after judgment, the parties likely would have been engaged in years of appellate proceedings before any judgment would be finalized.

20. Equally important, based on my review of the analyses conducted by the independent economists or actuaries retained by the parties, I believe that the \$760 million paid by the NFL Parties for the settlement is fair and reasonable and will be sufficient to fund the benefits to which the parties have agreed. It is my understanding that Plaintiffs plan on presenting a summary of their experts' work in this area at the final settlement hearing.

21. Finally, I should note that the NFL Parties also have agreed not to object to an award of attorneys' fees and reasonable costs of up to \$112.5 million *in addition to* the \$760 million settlement. This is another significant benefit that Plaintiffs' counsel obtained for the proposed class, as compared to the vast majority of other class settlements where the attorneys' fee and reasonable cost component is deducted from the common fund. Ultimately, the total settlement, with attorneys' fees and reasonable costs, will approach \$900 million. This, in my judgment, is an outstanding result for the class members.

Conclusion

For all the reasons set forth above, the proposed settlement of these actions was the result of a fair, vigorous, and arm's-length mediated negotiation process. The settlement itself is, in my judgment, fair and reasonable to the proposed class members, given the risks of these

litigations and the cost and complexity of trying them to judgment. I therefore enthusiastically support Plaintiffs' motion for preliminary approval of the proposed settlement.

I declare that the foregoing is true and correct.

Executed this 3rd day of January 2014.



LAYN R. PHILLIPS
Former United States District Court Judge

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB
MDL No. 2323

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Civil Action No. 2:14-cv-00029-AB

Plaintiffs,

V.

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

**OBJECTION TO JUNE 25, 2014 CLASS ACTION SETTLEMENT AND
OPPOSITION TO MOTION FOR PRELIMINARY APPROVAL OF
SEAN MOREY, ALAN FANCA, BEN HAMILTON, ROBERT ROYAL, RODERICK
CARTWRIGHT, JEFF ROHRER, AND SEAN CONSIDINE**

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
BACKGROUND	2
I. Background of Objectors	2
II. The Class Action Complaint	5
III. The Initial Settlement	11
IV. The Revised Settlement	15
ARGUMENT	18
I. The Proposed Class Contains Internal Conflicts Rendering It Uncertifiable	19
A. The Revised Settlement Leaves Many Injured Class Members Uncompensated	20
B. The 75% Offsets Also Create a Conflict Within the Class	26
C. Class Members Who Played in NFL Europe Are Not Given Credit for the Seasons They Played There	28
II. Other Factors Call Into Question Whether the Settlement Can Be Approved as Fair, Adequate, and Reasonable	29
A. The Proposed Notice Is False and Misleading	29
B. The Settlement Establishes Unduly Burdensome Procedural Requirements That Will Effectively Deny Class Members Recovery	32
C. The Proposed Settlement Is Not the Product of Arm’s Length Negotiation	35
1. Intra-Class Conflict Suggests the Absence of an Arm’s Length Negotiation	36
2. The Attorneys’ Fee Provision Raises Concerns That Class Counsel Bargained Away Class Members’ Interests	37
3. The Role of Sub-Class Counsel and Representative Plaintiffs Is Unknown	38

4.	The Settlement Negotiation Process Has Lacked Transparency	39
D.	The Lack of Discovery Precludes Preliminary Approval of the Proposed Settlement	40
1.	Class Counsel Could Not Possibly Have Fulfilled Their Duties to the Class Without Taking Any Discovery	40
2.	Without Discovery, Neither the Court Nor the Class Members Can Assess the Settlement.....	42
3.	Discovery Would Have Allowed Class Counsel To Overcome – or at Least Understand – What They Claim Are “Significant Challenges and Obstacles in the Litigation”	42
CONCLUSION.....		47

TABLE OF AUTHORITIES

Page(s)

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<i>Ortiz v. Fibreboard Corp.</i> , 527 U.S. 815 (1999)	29
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Fed. R. Civ. P. 23(e)	18

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Written Testimony of Dr. Robert Stern before the Senate Special Committee on Aging (June 25, 2014), http://www.aging.senate.gov/imo/media/doc/Stern_6_25_14.pdf	10, 21, 23

INTRODUCTION

The Revised Settlement is a great deal – for the NFL and Class Counsel. It is a lousy deal for the retired players, whose rights have been bargained away without adequate or independent representation.

Class Counsel bear the burden of demonstrating that their Revised Settlement presents a certifiable class and appears to fall within the range of possible approval. Demonstrating the latter means the proposed settlement must not disclose grounds to doubt its fairness. The Revised Settlement proposes a class with significant conflicts that render it uncertifiable and it suffers other defects that render it anything but fair.

Its fatal defects include:

- The rights of at least three groups of class members – those suffering from, or displaying symptoms consistent with, CTE who do not die before preliminary approval; those who have suffered or are at risk of suffering a stroke or non-football traumatic brain injury; and those who played in NFL Europe – were bargained away without adequate representation;
- The proposed notice is false and misleading;
- The claims process is so onerous and confusing that it raises due process as well as fairness concerns;
- It was not the product of arm's length negotiation – as evidenced by the intra-class conflicts, the lack of transparency, and the \$112.5 million fee award to Class Counsel; and
- Class Counsel conducted no discovery – thus there is no factual record on which to evaluate the strength of the claims and defenses.

With much fanfare, Class Counsel proclaim they “have lifted the cap” and thereby addressed any concern about the settlement fund’s adequacy. Thus, they contend, this Court should grant preliminary approval. But cap or no cap, the Revised Settlement comes nowhere near being fair, adequate, and reasonable.

Every former player surrenders his right to sue the NFL for cognitive injuries – including CTE, which science shows a significant number may have. In exchange, those former players – often operating with cognitive challenges – get the right to navigate a procedural labyrinth designed to limit the number and the amount of settlement payouts.

Significantly, Class Counsel have boasted that in lifting the cap, they have not really increased the financial exposure to the NFL.¹ It is clear now why. Given the limitations on who qualifies for compensation and the complex, one-sided process for determining that, it is likely the settlement will cost the NFL less than \$765 million.

Preliminary approval should be denied.

BACKGROUND

I. Background of Objectors

Objectors are seven former players who each had a significant career in the NFL, having played, on average, nine seasons. They include linemen, as well as so-called “skill position” and special teams players. The most senior began his NFL career in 1982 and the most junior retired in 2012. Three of them played on Super Bowl championship teams.²

Sean Morey played nine seasons with the New England Patriots, Philadelphia Eagles, Pittsburgh Steelers, Arizona Cardinals, and Barcelona Dragons, an NFL Europe team. An Ivy League stand-out at Brown University, Mr. Morey set multiple collegiate records and graduated with academic honors. In 1999, the New England Patriots selected him as a seventh round draft pick. In 2003, Mr. Morey won the Special Teams MVP award while playing with the

¹ See Mem. 1 (“[T]he Settling Parties became so confident in the prior actuarial assumptions and projections that an agreement to uncap the amount of the Monetary Award Fund was reached.”).

² As described in greater detail *infra* at page 14, Objectors are the same group of players who moved to intervene on May 5, 2014.

Philadelphia Eagles. In 2004, Mr. Morey moved to the Pittsburgh Steelers, where he was captain of the special teams and earned a Super Bowl ring. He eventually moved to the Arizona Cardinals and was named to the 2008 Pro Bowl. Mr. Morey retired just before the 2010 season. While an active player, Mr. Morey co-chaired the NFLPA Mackey White Traumatic Brain Injury Committee and served as a representative in collective bargaining negotiations with the NFL. He is currently head coach of the sprint football team at Princeton University.

Alan Faneca played 13 seasons in the NFL as an offensive lineman. A star at Louisiana State University, Mr. Faneca received consensus All-American honors as a junior and was named a finalist for the prestigious Outland Trophy, which recognizes the best interior lineman in college football. Selected by the Pittsburgh Steelers in the first round of the 1998 NFL draft, Mr. Faneca was named the team's rookie of the year. A fixture on the Steelers' offensive line for ten seasons, Mr. Faneca earned a Super Bowl ring in 2006. In 2007, Steeler fans elected him to the Steelers' 75th Anniversary All Time Team. Mr. Faneca left the Steelers in 2008 for two seasons with the New York Jets and joined the Arizona Cardinals for his final season in 2010. He was named to the Pro Bowl every year from 2001 through 2009. Since retiring from professional football, Mr. Faneca has been a tireless advocate for epilepsy research.

Ben Hamilton played ten seasons in the NFL as an offensive lineman for the Denver Broncos from 2001 until 2009, and for the Seattle Seahawks in 2010. He was a fourth-round draft pick out of the University of Minnesota. He is currently a high school math teacher at a private Christian high school in Colorado.

Robert Royal played nine seasons in the NFL from 2002 until 2010 with the Washington Redskins, Buffalo Bills, and Cleveland Browns. An All-SEC tight end at Louisiana State University, Mr. Royal averaged nearly ten yards per reception over the course of his NFL career.

Mr. Royal now serves as CEO of the Robert Royal Foundation, an organization he founded to promote childhood health, fitness, and education and to combat youth violence. Mr. Royal is also involved in several private equity ventures.

Roderick “Rock” Cartwright played ten seasons in the NFL after a stellar collegiate career at Kansas State University. A fullback and kick return specialist, Mr. Cartwright played with the Washington Redskins from 2002 until 2009 and the Oakland Raiders from 2010 until 2011. In 2006, Mr. Cartwright amassed 1,541 kick-off return yards, setting a Redskins record. Since retiring from the NFL, Mr. Cartwright has actively involved himself in charity work, volunteering at a summer sports camp hosted by the Robert Royal Foundation, among others. Mr. Cartwright is also a manager with Cartwright Energy Partners LLC, an oil production development firm.

Jeff Rohrer, a second-round draft pick out of Yale University, played seven seasons in the NFL with the Dallas Cowboys from 1982 until 1989. An outside linebacker, Mr. Rohrer received All-Ivy League honors and was the Cowboys’ second- and third-leading tackler in 1986 and 1987, respectively. Since retiring from the NFL, Mr. Rohrer has worked in the film industry. He is currently a partner and executive producer at Recommended, a Los Angeles-based production company.

Sean Considine played eight seasons in the NFL as a strong safety and on special teams from 2005 until 2012. After attending the University of Iowa, Mr. Considine was drafted by the Philadelphia Eagles and played four seasons with them and then two seasons with the Jacksonville Jaguars. In 2011, he signed with the Carolina Panthers, finishing that season with the Arizona Cardinals. Mr. Considine joined the Baltimore Ravens in 2012, earning a Super

Bowl ring. Since retiring from professional football, Mr. Considine has been active with numerous charities in his hometown and recently became a small business owner.

Since leaving the NFL, Objectors each have experienced one or more of a wide range of symptoms linked to repetitive mild traumatic brain injury (“MTBI”), including a sensitivity to noise, visuospatial issues, visual impairment, chronic pain, executive function deficit, episodic depression, mood and personality changes, chronic headaches, dysnomia, a decreased ability to multi-task, peripheral nerve dysfunction (numbness, burning, and/or tingling), cervical spinal disorders, sleep dysfunction, attention and concentration deficits, short- and long-term memory deficits, and somatic disorders. Additionally, under certain circumstances some of the Objectors also have experienced a decreased ability to interpret, regulate, express, or control complex emotions. These precise conditions have been associated with CTE and may broaden or intensify.

Although the Objectors’ claims for their injuries would be released by the Revised Settlement, none would qualify for any relief under the settlement beyond participation in the Baseline Assessment Program (“BAP”). And the BAP – which measures cognitive deficits such as memory impairment and loss of attention – does not even screen for many of the Objectors’ neurobehavioral conditions or neuropsychiatric presentations.

II. The Class Action Complaint

The Class Action Complaint defines a class consisting of all living, retired NFL Football Players who have retired from the NFL before preliminary approval of the proposed settlement agreement as well as representatives of retired NFL players who have died or become legally incapacitated. *Turner v. Nat’l Football League*, Civ. A. No. 2:14-cv-29-AB, Dkt. No. 1 ¶¶ 1, 16 (E.D. Pa. Jan. 6, 2014) (“Complaint”). It further defines NFL Football Players to include not just players in the NFL and its member clubs but also players in the American Football League,

which merged with the NFL, and the NFL Europa League. *Id.* ¶ 1.³ The class also includes spouses, parents, dependent children, and any other person who under state law may sue the NFL by virtue of his or her relationship with the retired player. *Id.*

The Complaint divides the class into two sub-classes. Subclass 1 consists of all retired players (and their representative and derivative claimants) who “were not diagnosed with dementia, Alzheimer’s Disease, Parkinson’s Disease, ALS and/or Death with CTE prior to the date of the Preliminary Approval and Class Certification Order.” *Id.* ¶ 17(a). Subclass 2 consists of all retired players (and their representative and derivative claimants) who “were diagnosed with dementia, Alzheimer’s Disease, Parkinson’s Disease, ALS and/or Death with CTE prior to the date of the Preliminary Approval and Class Certification Order.” *Id.* ¶ 17(b). Subclass 2 also includes the representative and derivative claimants of retired players “who died before Preliminary Approval” of the settlement and who “received a post-mortem diagnosis” of Death with CTE. *Id.*

The Complaint names Shawn Wooden and Kevin Turner as the Representative Plaintiffs for the class. Mr. Wooden represents Subclass 1. Compl. ¶ 17(a). A safety, Mr. Wooden played in the NFL from 1996 until 2004 with the Miami Dolphins and the Chicago Bears. *Id.* ¶ 4. He is alleged to have “experienced” unspecified “neurological symptoms” but “has not been diagnosed with any neurocognitive impairment.” *Id.* The Complaint states that Mr. Wooden has an “increased risk of developing dementia, Alzheimer’s, Parkinson’s, or ALS.” *Id.* ***Mr. Wooden does not plead an increased risk of developing CTE.*** *Id.* Mr. Turner represents Subclass 2. *Id.* ¶ 17(b). A running back, Mr. Turner played in the NFL from 1992 until 1999

³ The settlement class also includes players in the World League of American Football and the NFL Europe League, both predecessors to NFL Europa. Compl. ¶ 1.

The Complaint alleges that the NFL voluntarily undertook a duty to inform its players of the risks resulting from repeated concussive and sub-concussive head impacts and to provide its players with advice concerning the treatment and prevention of head injuries. Compl. ¶¶ 128-199. It alleges that the NFL not only performed this task negligently, but also purposefully spread misinformation to conceal from its players the risks of repetitive head trauma. *Id.* Not only did the NFL's concealment delay players from seeking and receiving adequate medical treatment for the injuries they sustained while playing, *id.* ¶ 285, the NFL's behavior caused players to incur an increased, additional incremental risk of permanent brain damage with every mismanaged concussion, *id.* ¶ 384.

The Complaint also pleads a causal connection between football and neurodegenerative disease. Compl. ¶¶ 54-88. It identifies several studies demonstrating that the repeated head injuries or concussions sustained during an NFL player's career cause severe neurological problems such as depression, dementia, and other neurodegenerative diseases. *Id.*⁴ It alleges the NFL's knowledge of these studies and the link between MTBI and neurodegenerative disease, describing the NFL's efforts to intentionally conceal and cover up these dangers. *Id.* ¶¶ 89-199. Specifically, the Complaint alleges that in 1994 the NFL established a committee of experts to study brain injury in football (the MTBI Committee), which published reports and reached

⁴ Indeed, at least one study has “confirm[ed] the presence of acute pathological changes in the brain that can occur from . . . blows to the head that are below the threshold for producing what behaviorally would be classified as a concussion.” Erin D. Bigler, *Neuropsychology and Clinical Neuroscience of Persistent Post-Concussive Syndrome*, 14 J. Int’l Neuropsychological Soc’y 1, 7 (2008).

return to play. Because “a prior concussion increases the likelihood of a second concussion,” Bigler, *supra*, at 8, the routine administration of Toradol compounded the risk that players would suffer multiple instances of head trauma in a single game or practice.⁸ The Objectors include players who have received those Toradol injections.

The Complaint specifically identifies several long-term injuries arising from MTBI, “including, **but not limited to** memory loss, dementia, Alzheimer’s Disease, Parkinson’s Disease, ALS, depression, and CTE and its related symptoms.” Compl. ¶ 127 (emphasis added). “CTE is the long-term neurological consequence of repetitive mild TBI.” Barry D. Jordan, *The Clinical Spectrum of Sport-Related Traumatic Brain Injury*, 9 Nature Reviews Neurology 222, 225 (2013). The condition results from the build-up in the brain of mis-folded tau protein. Neal Emery, *How to Diagnose a Battered Brain Before It’s Too Late*, The Atlantic (May 8, 2012),⁹ A.C. McKee *et al.*, *The Spectrum of Disease in Chronic Traumatic Encephalopathy*, 136 Brain: A Journal of Neurology 43, 45 (2012) (“McKee 2012”). More extensive tau build-up indicates a more advanced stage of CTE. Jordan, *supra*, at 227 (Box 5).

While a devastating medical condition, CTE is not readily diagnosed absent a post-mortem brain autopsy. Jordan, *supra*, at 226. Scientific advances, however, are making it possible to detect CTE earlier.¹⁰ Researchers in Chicago, for example, are developing a CTE screening test that relies on irregularities in vision, eye movements, and retinal/optic nerve

⁸ A prior concussion also results in a “greater morbidity of the second concussion.” Bigler, *supra*, at 8.

⁹ Available at <http://www.theatlantic.com/health/archive/2012/05/how-to-diagnose-a-battered-brain-before-its-too-late/256877/>.

¹⁰ See Emery, *supra* (noting “pilot studies show promise for [using] diagnostic MRI and MRS scans [to diagnose CTE] as brain imaging technology improves”).

structure as indicators of CTE.¹¹ And a number of different research teams are developing biomarkers that highlight the tau protein tangles responsible for CTE using conventional diagnostic imaging technology.¹² Thus, long before the Revised Settlement concludes its 65-year term, it is likely that a large number of class members will have received a diagnosis of CTE before they die. That diagnosis will not entitle them to any compensation under the Revised Settlement.

Even with current technology, doctors can identify likely cases of CTE based on other neurocognitive symptoms that display during an individual's lifetime and that correlate with a post-mortem diagnosis of CTE. Among others, these presentations include: aggression, agitation, impulsivity, depression, suicidality, impaired attention or concentration, memory problems, executive dysfunction, dementia, and language impairment. Written Testimony of Dr. Robert Stern before the Senate Special Committee on Aging, at 4-5 (June 25, 2014) ("Stern Testimony");¹³ Jordan, *supra*, at 226; McKee 2012, *supra*, at 52, 55-56, 58-59; Ann C. McKee *et al.*, *Chronic Traumatic Encephalopathy in Athletes: Progressive Tauopathy After Repetitive Head Injury*, 68 J. Neuropathology & Experimental Neurology 709, 710 (2009) ("McKee 2009"); Christine M. Baugh *et al.*, *Chronic Traumatic Encephalopathy: Neurodegeneration Following Repetitive Concussive and Subconcussive Brain Trauma*, Brain Imaging and Behavior, 3 (May 3,

¹¹ Dan McGrath, *Illinois Eye Institute Project Aims to Identify CTE in the Living*, Chicago Sun-Times (June 14, 2014 4:35 PM), <http://www.suntimes.com/sports/28048920-419/illinois-eye-institute-project-aims-to-identify-cte-in-the-living.html#.U6CR0fldV8E>.

¹² E.g., Kyle Wagner, *Can Science See Inside an NFL Player's Skull Before It's Too Late?*, Deadspin (June 21, 2012 9:00 AM), <http://regressing.deadspin.com/5920006/can-science-see-inside-an-nfl-players-skull-before-its-too-late>; M. Maruyama *et al.*, *Imaging of Tau Pathology in a Tauopathy Mouse Model and in Alzheimer Patients Compared to Normal Controls*, 79 Neuron 1094 (2013); Mark Hollmer, *Alzheimer's Diagnosis May Gain from PET Imaging of Tau Proteins*, FierceDiagnostics (Sept. 20, 2013), <http://www.fiercediagnostics.com/story/alzheimers-diagnosis-may-gain-pet-imaging-tau-proteins/2013-09-20>; William Jagust, *Time for Tau*, 137 Brain: A Journal of Neurology 1570 (2014).

¹³ Available at http://www.aging.senate.gov/imo/media/doc/Stern_6_25_14.pdf.

2012); Robert A. Stern *et al.*, *Clinical Presentation of Chronic Traumatic Encephalopathy*, 81 *Neurology* 1122, 1126 (2013). While some of those conditions appear more pronounced in advanced Stage III and Stage IV CTE, suicidality presents at all stages. McKee 2012, *supra*, at 49-51 (Table 2), 55-56, 58-59.¹⁴

Studies to date have suggested an alarming number of NFL players will be afflicted with CTE. Of the 34 deceased NFL retirees whose brains have been tested for CTE, 33 had the disease. McKee 2012, *supra*, at 59.¹⁵ Of those 33, nearly half showed signs of Stage III or Stage IV CTE – CTE’s two most severe stages. *Id.* And almost all of these players – 94% – were symptomatic during their lifetimes. *Id.* The most common symptoms were short-term memory loss, executive dysfunction, and attention and concentration problems. *Id.*

III. The Initial Settlement

In August 2013, the court-appointed mediator informed the Court that Class Counsel and NFL Defendants would globally settle all claims arising from the NFL’s fraudulent and misleading conduct relating to the effects of MTBI. *See* Dkt. No. 5235. In a press release announcing the settlement, the mediator explained that the settlement called for a \$675 million

¹⁴ Junior Seau and Dave Duerson – two prominent former NFL players – committed suicide by shooting themselves in the heart to preserve their brains for study. *See* Nathaniel Penn, *The Violent Life and Sudden Death of Junior Seau*, GQ Magazine (Sept. 2003), <http://www.gq.com/entertainment/sports/201309/junior-seau-nfl-death-concussions-brain-injury>; Paul Solotaroff, *Dave Duerson: The Ferocious Life and Tragic Death of a Super Bowl Star*, Men’s Journal (May 2011), available at <http://www.mensjournal.com/magazine/dave-duerson-the-ferocious-life-and-tragic-death-of-a-super-bowl-star-20121002>. Before committing suicide, Seau battled insomnia, headaches, dizziness, and other conditions linked to CTE. Penn, *supra*. Like Seau, Duerson also showed signs of CTE before his suicide, which manifested as “starburst headaches,” blurred vision, and short-term memory deficits. Solotaroff, *supra*.

¹⁵ Media reports suggest that 54 brains of retired NFL players have been examined for CTE. Of those, 52 showed signs of the disease. Steve Fainaru & Mark Fainaru-Wada, *Some Players May Be Out of NFL Deal*, ESPN.com (Sept. 20, 2013 1:04 PM), http://espn.go.com/chicago/story/_/id/9690036/older-players-cut-nfl-settlement-concerns-growing-whether-enough-money-exists

fund to “compensate former players who have suffered cognitive injury or their families,” among other terms.¹⁶ The fund was to compensate “severe cognitive impairment, dementia, Alzheimer’s, [and] ALS.”¹⁷ “The precise amount of compensation,” the mediator stated, “will be based upon the specific diagnosis, as well as other factors including age, number of seasons played in the NFL, and other relevant medical conditions.”¹⁸ Neither Class Counsel nor the mediator ever suggested that the settlement would compensate only those few cases of CTE detected before preliminary approval of the settlement, to the exclusion of all future cases.¹⁹

Five months later, on January 6, 2014, Class Counsel for the first time publicly revealed the specific terms of the settlement when they filed their first motion for preliminary approval. *See* Dkt. No. 5634. Notwithstanding the breadth of afflictions linked to MTBI, that settlement compensated only a limited number of diseases and limited total class-wide compensation for those injuries to \$675 million.²⁰ *See* Dkt. No. 5634-2 §§ 23.1-23.5. ALS claimants were to receive a maximum award of \$5 million. *See id.* at Ex. 3. Retired players diagnosed with Parkinson’s Disease or Alzheimer’s Disease were to receive a maximum \$3.5 million award. *Id.* And class members exhibiting Level 2 or Level 1.5 dementia were to receive at most \$3 million or \$1.5 million, respectively. *Id.* The full written initial settlement also revealed that – contrary to previous public statements from Class Counsel – it would compensate cases of CTE with a

¹⁶ Press Release, *NFL, Retired Players Resolve Concussion Litigation*, Irell & Manella LLP, <http://static.nfl.com/static/content/public/photo/2013/08/29/0ap2000000235504.pdf>.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*; Associated Press, *NFL, Ex-Players Agree to \$765M Settlement in Concussions Suit*, NFL.com (Aug. 29, 2013 12:42 PM), <http://www.nfl.com/news/story/0ap1000000235494/article/nfl-explayers-agree-to-765m-settlement-in-concussions-suit>

²⁰ Calling it a \$675 million fund was not, in fact, accurate. It was a \$300 million fund paid over two years, with another \$375 million paid over 17 years. *See* Dkt. No. 5634-2 §§ 23.1-23.5.

maximum \$4 million award ***only if the retired player died before preliminary approval*** of the settlement. *See* Dkt. No. 5634-2 §§ 2.1(xxx), 6.3 & Ex. 1 ¶ 5.²¹ Players suffering from CTE who would be diagnosed or who died after that date were to receive nothing. Moreover, players suffering from the clinical presentations of CTE were to receive no compensation under the settlement unless they independently qualified for compensation through one of the other specified diseases. *Id.* § 6.3.

The initial settlement also created a Baseline Assessment Program (“BAP”) that would have provided class members the opportunity to undergo a baseline assessment examination, which would establish the class member’s baseline neurocognitive functioning and screen for dementia and neurocognitive impairment. Dkt. 5634-2 § 5.2. Class members who were diagnosed with Level 1 dementia in the baseline assessment examination would be entitled to supplemental benefits that would cover the costs of medical treatments related to the dementia. *Id.* §§ 5.2, 5.11. The term of the BAP was to last ten years, but class members receiving supplemental benefits would continue to do so for up to five years beyond that ten-year term. *Id.* §§ 5.5, 5.11. The initial settlement capped the BAP Fund at \$75 million. *Id.* § 23.3(g).

On January 14, 2014, this Court, *sua sponte*, denied Class Counsel’s motion for preliminary approval of the settlement, declining to find that the settlement “has no obvious deficiencies, grants no preferential treatment to segments of the class, and falls within the range of possible approval.” *In re Nat’l Football League Players’ Concussion Injury Litig.*, 961 F. Supp. 2d 708, 715 (E.D. Pa. 2014) (“NFL Concussion”) (quotation marks omitted). Instead, the Court recognized that the “Monetary Award Fund may lack the necessary funds to pay Monetary

²¹ Compensation for CTE is further limited by the Revised Settlement’s exclusion of compensation for most class members who died before 2006. Revised Settlement § 6.2(b).

Awards for Qualifying Diagnoses” and “[a]s a **first step** toward preliminary approval” “order[ed] the parties to share the [actuarial and economic] documentation” relied upon during settlement “with the Court through the Special Master.” *Id.* at 715-16 (emphasis added).²²

Following the Court’s denial of preliminary approval, Objectors moved to intervene. *See* Dkt. No. 6019. They explained that their interests were not adequately represented during the negotiation of the initial settlement, in part, because that settlement arbitrarily denied compensation to individuals whose CTE went undetected until after preliminary approval. Because each Objector exhibits MTBI-related conditions that are also symptoms of CTE, each is at risk of developing CTE but – even though the settlement awarded \$4 million to the families of players who died with CTE before final approval of the settlement – they and their families would receive nothing. *Id.* at 13-18. In opposing the motion to intervene, Class Counsel ignored this fact entirely, offering no explanation for the disparate treatment of CTE claimants. *See* Dkt. No. 6046. Objectors also criticized the 75% offset imposed on any player who suffers a **single** stroke or a **single** instance of non-football related traumatic brain injury (“TBI”). Dkt. 5634-2 § 6.5(b)(ii)-(iii). Such a player would recover only 25% of what he is otherwise entitled to receive under the settlement. Again, Class Counsel’s opposition was devoid of any explanation for this offset. *See* Dkt. No. 6046. Objectors noted other defects in the initial settlement and other class members voiced criticism as well.²³

²² Class Counsel never fully informed the class about whether they complied. The most assurance they have given to this effect is that they have “made concerted efforts to evaluate this Court’s directives and address them in a fruitful and productive manner.” Dkt. 6046 at 10.

²³ *See, e.g.*, Dkt. Nos. 5686, 5771; Steve Almond, *The NFL Gets Off Easy in Concussion Settlement*, The Boston Globe (June 27, 2014), available at <http://www.bostonglobe.com/opinion/2014/06/26/the-nfl-gets-off-easy-concussion-settlement/PUFYxln6dFqlOdb6wnhzJ/story.html>; Steve Fainaru & Mark Fainaru-Wada, *Some Players May Be Out of NFL Deal*, ESPN Outside the Lines (Sept. 20, 2013 1:04 pm), available at http://espn.go.com/espn/otl/story/_/id/9690036

IV. The Revised Settlement

Notwithstanding those criticisms of the initial settlement, Class Counsel on June 25, 2014 submitted a revised settlement agreement that retained the same structure, and almost all of the key provisions of the initial settlement. *See* Dkt. No. 6073-2 (“Revised Settlement”). Class Counsel moved for preliminary class certification and for preliminary approval of the Revised Settlement. *See* Dkt. No. 6073.

Like the initial settlement, the Revised Settlement compensates only the same limited subset of diseases that have been linked to MTBI: ALS, Parkinson’s, Alzheimer’s, Level 2 dementia, and Level 1.5 dementia. Revised Settlement Ex. B-3. It also retains the maximum compensation awards provided for each of these diseases in the initial settlement. *Id.* And like the initial settlement, the Revised Settlement compensates cases of CTE with \$4 million, but ***only if the claimant dies before preliminary approval of the settlement agreement.*** Revised Settlement §§ 2.1(yyy), 6.2(a) (providing compensation for a “Qualifying Diagnosis”); *id.* Ex. B-1 at 5.²⁴ Unlike its predecessor, the Revised Settlement does not cap total compensation for ALS, Parkinson’s, Alzheimer’s, and Levels 1.5 and 2 dementia, but it retains the \$75 million cap on the BAP Fund. *See* Dkt. 6073-5 at 4 (“Mem.”).

/older-players-cut-nfl-settlement-concerns-growing-whether-enough-money-exists; Scott Fujita, *Mixed Feelings Over N.F.L. Concussion Settlement*, N.Y. Times (Sept. 2, 2013), available at http://www.nytimes.com/2013/09/03/sports/football/mixed-feelings-over-nfl-concussions-settlement.html?pagewanted=all&_r=0; Don Banks, *Former Players: Devil Is in the Details with NFL Concussion Settlement*, SI.com (Aug. 23, 2013), available at <http://www.si.com/nfl/2013/08/29/nfl-concussion-lawsuit-settlement-player-reaction-kevin-mawae>.

²⁴ Section 6.2(a) of the Revised Settlement provides compensation for any “Qualifying Diagnosis.” Section 2.1(yyy) defines “Qualifying Diagnosis” to include “Death with CTE.” Exhibit B-1 defines “Death with CTE” as follows: “For Retired NFL Football Players ***who died prior to the date of the Preliminary Approval and Class Certification Order***, a post-mortem diagnosis of CTE made by a board-certified neuropathologist.” Revised Settlement Ex. B-1 at 5 (emphasis added).

The Revised Settlement still has a series of offsets that reduce a claimant's compensation. Most notably, without explanation, the Revised Settlement retains the 75% offset for a single stroke or a single TBI. *Id.* § 6.7(b)(ii)-(iii). Additionally, class members who played fewer "Eligible Seasons" in the NFL receive only a percentage of the maximum award for their condition. *See* Revised Settlement § 6.7(b)(i). Although class members receive "Eligible Season" credit for service on "practice, developmental, or taxi squad[s]," time spent playing for NFL Europe or NFL Europa (collectively, "NFL Europe") does not apply to the "Eligible Season" determination. *Id.* §§ 2.1(kk), 6.7(c)(1). Similarly, class members who are older at the time of the Qualifying Diagnosis receive only a percentage of the maximum award for their condition. *See* Revised Settlement § 6.7(b) & Ex. B-3.

A complex series of administrative procedures governs the distribution of benefits. Class members must register with the Claims Administrator within 180 days of Settlement Class Supplemental Notice. Revised Settlement § 4.2(c). Failure to do so renders the player ***completely ineligible*** for any benefits, yet the release would be binding. *Id.* Additionally, the undiagnosed players in Subclass 1 must undergo the baseline assessment examination to receive the full award; failure to undergo the examination results in a 10% reduction in benefit. *Id.* §§ 5.4, 6.7(b)(iv). The Baseline Assessment Program itself imposes a series of deadlines. Players aged 43 and older must obtain the BAP examination within two years after the BAP commences; younger players must do so by the earlier of their 45th birthday or the BAP's tenth year. *Id.* § 5.3. Both the NFL and claimants may appeal adverse claim determinations. *Id.* §§ 9.5-9.7. The initial settlement limited the NFL to ten appeals per year, but the Revised Settlement allows unlimited appeals by the NFL. *Compare* Dkt. No. 5634-2 § 9.6(b) *with*

Revised Settlement § 9.6(b). Claimants – but not the NFL – must pay a \$1,000 fee to docket an appeal. Revised Settlement § 9.6(a). The fee is refunded if the appeal is successful. *Id.*

The Revised Settlement broadly releases all MTBI-related claims of every class member who does not opt out, including claims of class members who played in NFL Europe and its predecessors. Class members:

waive and release . . . any and all past, present and future claims, counterclaims, actions, rights or causes of action . . . in law or in equity . . . known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated [that any settling plaintiff] had, has, or may have in the future arising out of, in any way relating to or in connection with the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint and/or Related Lawsuits

Revised Settlement § 18.1(a). The Revised Settlement states that the claims it releases include, among others, claims “arising out of, or relating to . . . head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events . . . of whatever cause” and claims “arising out of, or relating to, CTE.” *Id.* § 18.1(a)(i), (iv), (vi). The settlement’s release also requires class members to acknowledge that they “explicitly took unknown or unsuspected claims into account in entering into the Settlement Agreement and it is the intention of the Parties fully, finally and forever to settle and release all Claims” falling within the scope of the allegations in the Complaint and related lawsuits. *Id.* § 18.2.

The Revised Settlement calls for a \$112.5 million attorneys’ fee, which the NFL Defendants have agreed not to oppose. Revised Settlement § 21.1. It also authorizes Co-Lead Class Counsel to “petition the Court to set aside up to five percent (5%) of each Monetary Award . . . to facilitate the Settlement program and related efforts of Class Counsel.” *Id.* The initial

settlement did not contain this set-aside provision. *Compare id. with* Dkt. No. 5634-2 § 21.1.²⁵ The Revised Settlement places no limits on how Co-Lead Class Counsel may use the set aside.

ARGUMENT

To receive preliminary approval of a proposed class settlement, Class Counsel must first demonstrate the existence of a certifiable class. *See In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 794 (3d Cir. 1995), *cert. denied* 516 U.S. 824 (1995) (denying approval of settlement where class not certifiable). Second, Class Counsel must proffer a settlement that “discloses [no] grounds to doubt its fairness . . . and appears to fall within the range of possible approval.” *In re Nat’l Football League Players Concussion Injury Litig.*, 961 F. Supp. 2d 708, 714 (E.D. Pa. 2014) (quotation marks omitted) (“NFL Concussion”); *see also* Fed. R. Civ. P. 23(e) (class settlement may be approved only if “it is fair, reasonable, and adequate”). In assessing whether a settlement “discloses grounds to doubt its fairness,” the Court must consider whether: (1) the negotiations occurred at arm’s length, (2) there was sufficient discovery, (3) the proponents of the settlement are experienced in similar litigation, and (4) the class substantially favors the settlement. *NFL Concussion*, 961 F. Supp. 2d at 714.

If the proposed settlement appears to be the product of informed negotiations, contains no obvious deficiencies, does not improperly give preferential treatment to certain class members, and falls within the range of possible approval, preliminary approval will be granted. *See* Manual for Complex Litigation § 21.61 (4th ed. 2004). Conversely, if “the proposed settlement discloses grounds to doubt its fairness . . . such as unduly preferential treatment of class

²⁵ The NFL Defendants have taken no position on the propriety of the set aside, noting that “any such proposed set aside application is a matter strictly between and among Settlement Class Members, Class Counsel, and individual counsel for Settlement Class Members.” Revised Settlement § 21.1.

representatives or segments of the class, or excessive compensation of attorneys,” and does not “appear[] to fall within the range of possible approval,” preliminary approval will be denied. *NFL Concussion*, 961 F. Supp. 2d at 714 (quotation marks omitted); *see, e.g., Mehling v. N.Y. Life Ins. Co.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007).

I. The Proposed Class Contains Internal Conflicts Rendering It Uncertifiable

Class Counsel have not put forth a certifiable class. Rule 23 plainly states, “one or members of a class may sue or be sued as representative parties on behalf of all members only if: . . . (4) the representative parties will fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The proposed class fails this requirement.

The “linchpin of the adequacy requirement is the alignment of interests and incentives between the representative plaintiffs and the rest of the class.” *Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170, 183, 187-88 (3d Cir. 2012) (emphasis added) (denying preliminary class certification where interests of representative plaintiffs and absent class members diverged). Thus, “adversity among subgroups” – an intra-class conflict – requires that the class not be certified. *Amchem v. Windsor Prods. Inc.*, 521 U.S. 591, 627 (1997) (quotation marks omitted) (denying class certification where conflict existed between present and future claimants).

When assessing the adequacy of representation, “a judge must focus on the settlement’s distribution terms (or those sought) to detect situations where some class members’ interests diverge from those of others in the class.” *GM Trucks*, 55 F.3d at 797 (finding representation inadequate where settlement terms preferred some class members over others). Thus, “a settlement that offers considerably more value to one class of plaintiffs than to another may be trading the claims of the latter group away in order to enrich the former group.” *Id.* “Offer[ing]

considerably more value to one class of plaintiffs” is precisely what the Revised Settlement does here.

The Revised Settlement suffers from at least three intra-class conflicts that preclude preliminary certification. **First**, the Revised Settlement arbitrarily limits compensation for CTE – a disease that neither Representative Plaintiff claims to be at increased risk of developing – to individuals who died before preliminary approval of the settlement. Class members whose CTE is discovered in the future receive nothing. The settlement also does not compensate Objectors’ MTBI-related afflictions, many of which are potential indicators of CTE, and none of which the Representative Plaintiffs claim to suffer. **Second**, the Revised Settlement reduces a claimant’s award by 75% if (i) the claimant has suffered a stroke, even though the NFL Defendants’ own conduct in administering Toradol increased some Objectors’ risk of stroke, or (ii) the claimant has suffered a **single** TBI, even though one TBI is dwarfed by the dozens of diagnosed and undiagnosed TBIs that the retired NFL player received while playing in the NFL. **Third**, the settlement class includes veterans of NFL Europe, but the Revised Settlement does not credit seasons played in that league as “eligible seasons.”

A. The Revised Settlement Leaves Many Injured Class Members Uncompensated

The Revised Settlement compensates only a small subset of MTBI-related injuries to the exclusion of all others, creating conflict between the interests of those who suffer from compensated injuries and those whose injuries go without relief. *See Dewey*, 681 F.3d at 183, 187-88 (denying class certification where settlement terms preferred some class members over others). As a result of their NFL careers, Objectors suffer from a range of significant medical conditions: visuospatial difficulties, executive function deficit, chronic headaches, dysnomia, decreased emotional stability, increased impulsivity, and attention and concentration deficits.

None of these conditions receives compensation or medical treatment under the settlement. The failure to compensate or treat these afflictions is made more notable by Co-Lead Class Counsels' own recognition of the links between MTBI and these uncompensated conditions. *See, e.g.*, Compl. ¶ 127 (noting "MTBI can and does lead to long-term brain injury, ***including, but not limited to, memory loss***, dementia, Alzheimer's Disease, Parkinson's Disease, ALS, ***depression***, and ***CTE and its related symptoms***." (emphasis added)); *Finn* Compl. ¶¶ 36, 100-145.²⁶

The disparate – and arbitrary – treatment of class members suffering from these uncompensated afflictions is particularly stark in light of the Revised Settlement's framework for compensating CTE. The uncompensated conditions afflicting Objectors are among the well-documented symptoms of CTE. McKee 2012, *supra*, at 60; Jordan, *supra*, at 226-27.²⁷ And while CTE found in a retired player who died on the eve of preliminary approval calls for a \$4 million payment under the Revised Settlement, that same condition goes uncompensated if the player dies one day later, after preliminary approval. That is because the settlement defines "qualifying diagnosis" to include "a post-mortem diagnosis of CTE" ***only*** "[f]or Retired NFL Football Players who died prior to the date of the Preliminary Approval and Class Certification Order." Revised Settlement Ex. B-1 ¶ 5; *see also* Revised Settlement ¶¶ 2.1(yyy), 6.3(a).²⁸ Thus, former players like Objectors who currently are managing the cumulative effects of MTBI – many of which are consistent with the presentation of CTE – would have received no compensation and would continue bearing their medical costs even if their condition progressed to full-blown CTE.

²⁶ Co-Lead Class Counsel is one of the attorneys representing the plaintiffs in *Finn*.

²⁷ *See Stern Testimony, supra*.

²⁸ These terms remain unchanged from the initial settlement notwithstanding Objectors' Motion to Intervene, which shouted this deficiency to Class Counsel.

That limitation on CTE compensation is remarkable: Given that 33 of the 34 deceased NFL players whose brains have been examined for CTE have been diagnosed with the condition, one of the lead CTE researchers has wondered whether “every single football player doesn’t have” CTE.²⁹ By contrast, one study examining NFL retirees who played at least five seasons between 1959 and 1988 recorded seven cases of ALS, seven cases of Alzheimer’s, and three cases of Parkinson’s in **3,439** retired players. National Institute for Occupational Safety and Health, *Brain and Nervous System Disorders Among NFL Players* (Jan. 2013).³⁰ Yet notwithstanding the widespread prevalence of CTE among NFL retirees, the settlement provides ***no compensation*** to players with CTE who die after preliminary approval of the settlement – likely a large percentage of the 20,000-member putative class.³¹ Co-Lead Class Counsel have never explained or justified the basis for such a stark difference in treatment among players suffering from the exact same MTBI-related condition, even after Objectors identified this deficiency in their Motion to Intervene.³²

²⁹ Frontline, transcript of *League of Denial: The NFL’s Concussion Crisis*, <http://www.pbs.org/wgbh/pages/frontline/sports/league-of-denial/transcript-50/>.

³⁰ Available at http://www.cdc.gov/niosh/pgms/worknotify/pdfs/NFL_Notification_02.pdf.

³¹ In theory, a retired player suffering from CTE could receive compensation through an independent qualifying diagnosis of, for example, Level 1.5 dementia. But dementia does not always accompany the injuries that Objectors have suffered and not all cases of CTE exhibit dementia. In one study, for example, no individual presenting with Stage I or II CTE showed signs of dementia despite showing symptoms similar to those that Objectors are experiencing. McKee 2012, *supra*, at 52, 55. Even several players with advanced stages of CTE were not considered cognitively impaired. *Id.* at 56 (noting 25% of the individuals diagnosed with stage III CTE were not considered cognitively impaired). Indeed, it seems apparent from what is known about the behavior and symptoms of some deceased football players found to have CTE, such as Junior Seau and Dave Duerson, that at least some (and perhaps many) of those deceased players would not have qualified for compensation at all had they not died before preliminary approval of the settlement.

³² The decision to compensate all ALS, Alzheimer’s, and Parkinson’s claims but not all CTE claims certainly cannot be justified with reference to the relative severity of the diseases. As Dr.

The consequences of denying compensation to class members like the Objectors will multiply over time. Many diseases linked to MTBI exhibit variable latency periods, meaning that the symptoms of MTBI-related afflictions will present earlier in retirement for some former NFL players than for others. Steven T. DeKosky *et al.*, *Traumatic Brain Injury – Football, Warfare, and Long-Term Effects*, *The New England Journal of Medicine* 1293, 1293-94 (2010). As science advances, moreover, it is likely that MTBI will be shown to correlate with additional diseases, and that CTE will be easily detectable before death. Yet the settlement provides no flexibility for adding to the list of qualifying diseases, compensating new conditions, or compensating pre-death diagnoses of CTE. *See* Revised Settlement § 6.6(c) (“In no event will modifications be made to the Monetary Award levels in the Monetary Award Grid, except for inflation adjustment(s).”).

Indeed, the Revised Settlement anticipates relevant advances in science and medicine that will allow more precise diagnosis of the effects of MTBIs – ***but only to disallow them***.³³ Class members had a strong need for representatives who would have pressed for settlement “provisions that can keep pace with changing science and medicine, rather than freezing in place the science” known at the time of settlement. *Amchem*, 521 U.S. at 610-11 (holding class representation inadequate where settlement did not account for the interests of class members who may develop disease in the future); *Georgine v. Amchem Prods., Inc.*, 83 F.3d 610, 630-31

Robert Stern explained to the Senate Committee on Aging, CTE causes one’s “life [to be] destroyed by the progressive destruction of the brain.” *Stern Testimony, supra*, at 4.

³³ The Revised Settlement does not compensate a disease detected “through a blood test, genetic test, imaging technique, or otherwise” that “has not yet resulted in actual cognitive impairment and/or actual neuromuscular impairment.” Revised Settlement § 6.6(b). Thus, class members cannot avail themselves of technological advances allowing for earlier detection of qualifying diseases by using compensation under the settlement to fund preventive treatment that might forestall the onset of “actual cognitive impairment.”

(3d Cir. 1996) (finding class representation inadequate where conflict between currently injured plaintiffs’ interest in maximizing current payouts and future plaintiffs’ interest in delaying opt-out due to “changing science and medicine” and “difficulty in forecasting what their futures hold”). That the Representative Plaintiffs did not do.

In fact, the Representative Plaintiffs could not fulfill that role. Neither Representative Plaintiff shares Objectors’ interest in securing compensation for *all cases* of CTE and other MTBI-related conditions. Mr. Turner, who suffers from ALS, has a diagnosed medical condition that specifically receives compensation under the Revised Settlement (and rightly so). Compl. ¶ 7. But he was not poised to represent the interests of those who have suffered different injuries and receive nothing under the settlement. Neither is Mr. Wooden. Objectors presently exhibit MTBI-related injuries that are clinical indications of CTE. Mr. Wooden, by contrast, has not alleged that he suffers from any MTBI-related affliction. Nor has he alleged that he is at “[an] increased risk of developing” CTE, even though he does assert such a risk for dementia, Alzheimer’s Disease, Parkinson’s Disease, and ALS. Compl. ¶ 4. Mr. Wooden’s interests therefore lie in securing future compensation for those four afflictions, not in securing payment for the Objectors’ conditions and for future cases of CTE.³⁴

Class Counsel’s discussion of the proposed subclasses thus misses the mark. *See* Mem. 52-53. Even if Mr. Wooden adequately represents the interests of Retired Players at risk of developing ALS, Alzheimer’s, Parkinson’s, or dementia in the future, he cannot represent the interests of Retired Players at risk of developing CTE in the future. Class Counsel has no

³⁴ Even if Mr. Wooden were to now report that he, too, suffers from the conditions affecting Objectors or that he fears the onset of CTE, he cannot reliably represent those interests going forward: He has abdicated any responsibility to those interests by advocating a proposed settlement that ignores those injuries.

response for that criticism. Mem. 52-53. For that reason, the subclasses do not ensure adequate representation. They do not “align[] [the] interests and incentives [of] the representative plaintiffs and the rest of the class.” *Dewey*, 681 F.3d at 183 (denying class certification where interests of representative plaintiffs and absent class members diverged).

Nor do Class Counsel offer any justification for the arbitrary treatment of CTE claimants under the Revised Settlement. Instead, Class Counsel assert that the adequacy of representation requirement is met because the Representative Plaintiffs’ “claims are co-extensive with those of the absent Settlement Class Members” and because “[a]ll Settlement Class Members, like Plaintiffs, share an interest in obtaining redress from the NFL Parties for their alleged negligence and fraud.” Mem. 51. But “[t]o state that class members were united in the interest of maximizing over-all recovery begs the question.” *GM Trucks*, 55 F.3d at 797.

When assessing the adequacy of representation, “a judge must focus on the settlement’s distribution terms (or those sought) to detect situations where some class members’ interests diverge from those of others in the class.” *GM Trucks*, 55 F.3d at 797. Class Counsel do not address **any** of the Revised Settlement’s distribution terms, except to state that “provid[ing] for different levels of compensation for different impairments ‘is simply a reflection of the extent of the injury that certain class members incurred and does not clearly suggest that class members ha[ve] antagonistic interests.’” Mem. 52 (quoting *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 272 (3d Cir. 2009)). But whether a Retired Player with CTE dies before preliminary approval or after, “the extent of [his] injury” is the same.³⁵ Indeed, Class Counsel have never attempted to identify a rationale for the disparate treatment that similarly situated CTE claimants

³⁵ That same rationale distinguishes *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1146 (8th Cir. 1999), and *In re Serzone Prods. Liab. Litig.*, 231 F.R.D. 221, 239 (S.D. W. Va. 2005).

receive under the Revised Settlement. Mem. 51-55; Dkt. No. 6046. On this point, the heavily touted uncapped compensation fund is irrelevant – an uncapped fund means little to a claimant whose injuries are not among those eligible for medical care, treatment, or fair compensation.

B. The 75% Offsets Also Create a Conflict Within the Class

The Revised Settlement also imposes offsets that create an additional class conflict. *See Dewey*, 681 F.3d at 183. The proposed settlement ***reduces a claimant's award by 75%*** for a ***single instance*** of non-football-related traumatic brain injury (“TBI”) or stroke. Revised Settlement § 6.5(b)(ii)-(iii). That 75% offset applies regardless of the severity of traumatic brain injury that the player sustained while playing football. And it presumes that a single non-football-related instance of TBI accounts for 75% of a player’s MTBI-related injuries, even though that player may have sustained numerous diagnosed and undiagnosed head traumas throughout his NFL career.³⁶ That is both devoid of scientific justification and grossly unfair.

Instances of stroke, moreover, should be compensated injuries, not offsets that reduce recovery, ***because the NFL itself has increased the risk of stroke for Objectors and other class members***. *See Finn* Compl. ¶¶ 135-143. NFL-administered Toradol injections increased that risk in two ways. First, as a pain-killer, Toradol masks injuries that players may have suffered, encouraging their continued participation in the game and increasing the risk that a player would suffer multiple instances of MTBI in one game. Second, MTBI suffered after a Toradol injection occurs at a time when the cerebrovascular architecture of the brain is particularly weak. *See*

³⁶ The possibility that a class member will sustain an instance of non-football related TBI is not remote. For example, the car insurance industry estimates that the average driver will be involved in a car collision – which could qualify as a TBI that triggers the offset – once every 18 years. Des Toups, *How Many Times Will You Crash Your Car?*, *Forbes* (July 27, 2011 6:50 PM), <http://www.forbes.com/sites/moneybuilder/2011/07/27/how-many-times-will-you-crash-your-car/>.

Bigler, *supra*, at 8 (noting that “in TBI the same mechanisms that stretch the neuron can stretch the blood vessel [which] may impair the neurogenic response of the blood vessel”). Toradol is a powerful blood-thinner that increases the risk of stroke and micro-hemorrhaging in players under Toradol’s effect. *Finn* Compl. ¶¶ 135-143; *see also* FDA-Mandated Warning Label, *supra*, at 1.

Large groups of players who weekly received pre-game Toradol injections thus suffered repetitive MTBI at a time when their brains were most susceptible to permanent damage and injury. That damage itself enhances a retired player’s risk of experiencing a stroke later in life. *See* James F. Burke *et al.*, *Traumatic Brain Injury May Be an Independent Risk Factor for Stroke*, 81 *Neurology* 1 (2013). On top of these effects, the effects of sustained, long-term Toradol use are completely unknown. *See* Eddie Matz, *Stick Route*, *ESPN The Magazine* (Nov. 28, 2011).³⁷ Thus, the NFL’s own negligent and fraudulent actions have contributed to the prevalence of stroke among retired players. Co-Lead Class Counsel knew of these allegations – indeed, he represents the *Finn* plaintiffs – yet the settlement makes no mention of these injuries except to release any claims for them and to inexplicably select them as bases for reducing the retired player’s compensation.

Representative Plaintiffs did not adequately represent Objectors’ interests in eliminating or reducing the offset related to stroke and post-NFL TBI. Neither Mr. Turner nor Mr. Wooden claims an increased risk of stroke through NFL-administered Toradol use. As a result, neither can adequately represent those class members who some day may suffer such a stroke – and the resulting drop in compensation under the proposed settlement – as a result of the NFL’s own conduct.

³⁷ Available at http://espn.go.com/nfl/story/_/id/7243606/nfl-players-tony-romo-ronde-barber-rely-new-painkiller-toradol.

C. Class Members Who Played in NFL Europe Are Not Given Credit for the Seasons They Played There

Inexplicably, the Revised Settlement, while releasing all claims of NFL Europe players, does not award class members “Eligible Season” credit for time spent playing in NFL Europe or its predecessors. Revised Settlement § 6.7(c)(i). Thus, a class member who played five years in the NFL will receive a larger settlement award than a class member who played two years of his career in NFL Europe and three years in the NFL. That is true even though players in NFL Europe undoubtedly sustain repeated concussive and subconcussive impacts, just like players in the NFL. Again, Class Counsel offer no justification for this arbitrary distinction. And because neither Mr. Turner nor Mr. Wooden alleges that he played in NFL Europe, neither adequately represents the interests of players who did play there – thus, explaining why NFL Europe players are treated disparately. *See GM Trucks*, 55 F.3d at 800 (finding class representation inadequate where “settlement appears to create antagonism within the class”).

* * * * *

Simply put, there are distinct groups within the proposed class whose rights have been bargained away without representation. These intra-class conflicts preclude preliminary certification of the settlement class.³⁸ “The class representatives may well have thought that the Settlement serves the aggregate interests of the entire class. Where “the interests of the representative plaintiffs and the interests of [absentee class members] align[] in opposing

³⁸ Courts also recognize intra-class conflicts as an indication that a settlement is not reasonable at the final approval stage. *See In re GM*, 55 F.3d at 808. A “disparity in the relief afforded under the settlement to the named plaintiffs, on the one hand, and the unnamed class members, on the other hand, [makes] the settlement unfair.” *Vassalle v. Midland Funding LLC*, 708 F.3d 747, 755 (6th Cir. 2013) (reversing district court’s approval of a settlement). A court should reject a settlement where such an intra-class conflict is present on the grounds that it does not represent the “best possible recovery” for all putative class members. *In re Pet Food Prods.*, 629 F.3d 333, 355 (3d Cir. 2010).

directions,” class representation is inadequate. *Dewey*, 681 F.3d at 188; *see also Amchem*, 521 U.S. at 627 (denying class certification where settlement not agreed to by representatives of all sub-classes); *see also Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 856 (1999) (holding that intra-class conflict “require[d] division into homogenous subclasses . . . with separate representation to eliminate conflicting interests”).³⁹

II. Other Factors Call Into Question Whether the Settlement Can Be Approved as Fair, Adequate, and Reasonable

A. The Proposed Notice Is False and Misleading


“The due process requirements of the Fifth Amendment and the Federal Rules of Civil Procedure require adequate notice to class members of a proposed settlement.” *Nichols v. SmithKline Beecham Corp.*, No. 00-6222, 2005 WL 950616, at *9 (E.D. Pa. Apr. 22, 2005). Notice must be “the best notice practicable under the circumstances,” “concisely and clearly stat[ing] in plain, easily understood language,” *inter alia*, “the nature of the action[,] the definition of the class certified[, and] the class claims, issues, or defenses.” Fed. R. Civ. P. 23(c)(2)(B).

For this Court to properly evaluate the reaction of the class at the final approval stage, the notice must clearly describe the settlement’s benefits and limitations – including that class members will receive ***no recovery for CTE***, even if it is discovered upon autopsy. The proposed notices do not do so. *See* Mem. Exs. C-3, C-5. To the contrary, the long-form and short-form notice aim to ***sell*** the settlement to players, not to explain the actual implications of its terms.

³⁹ Should the Court agree that intra-class conflicts prevent preliminary certification, the Court should “simply divide the groups into subclasses,” *Dewey*, 681 F.3d at 189, so that “separate counsel [can] provide[] adequate structural protections to assure that differently situated plaintiffs negotiate for their own unique interests,” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 533 (3d Cir. 2004) (quotation marks omitted).

Both highlight the availability of monetary awards for players diagnosed with CTE. But neither explains – or so much as indicates – that while *past* diagnosed cases of CTE are covered if a class member dies before preliminary approval, *no future cases of CTE post-preliminary approval are covered*. A mere superficial examination of the notices’ language shows this muddying of actual benefits:

Short Form Notice:



What does the Settlement provide?

The Settlement provides money for three benefits:

- Baseline medical exams to determine if retired players suffer from neurocognitive impairment and are entitled to additional testing and/or treatment (\$75 million),
- Monetary awards for diagnoses of ALS (Lou Gehrig's disease), Alzheimer's Disease, Parkinson's Disease, Dementia and certain cases of chronic traumatic encephalopathy or CTE (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. All valid claims will be paid in full for 65 years; and
- Education programs and initiatives related to football safety (\$10 million).

Mem. Ex. C-5.

Long Form Notice:

MONETARY AWARDS

14. What diagnoses qualify for monetary awards?

Monetary awards are available for the diagnosis of ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia), or Death with CTE (the “Qualifying Diagnoses”). A Qualifying Diagnosis may occur at any time until the end of the 65-year term of the Monetary Award Fund.

Mem. Ex. C-3, at 10. Moreover, the long form notice provides a clearly false and deceptive statement regarding what constitutes a “qualifying diagnosis.” Although the notice states that “[a] Qualifying Diagnosis may occur *at any time* until the end of the 65-year term of the Monetary Award Fund,” such plainly is not the reality. *Id.* If a player is diagnosed with CTE

after the preliminary approval stage, he is entitled to ***nothing forever*** – regardless of the Monetary Award Fund’s duration.

This obfuscation of the actual terms of the settlement is even more egregious because retired players received the ***contrary assurance*** through a widespread media campaign in the last four months of 2013 – they were expressly informed the settlement would provide \$4 million if they die with CTE.⁴⁰ Indeed, class counsel have been touting the settlement on YouTube even before filing the Revised Settlement with the Court.⁴¹ Any notice sent at this point would require a custom-designed media campaign explaining the truth of the settlement’s restrictions on payments for CTE only for deceased players, and nothing for living players who have or are later found to have CTE.

“It is a generally accepted principle that due process requires that the notice of a settlement proposal must reasonably apprise members of the class of the terms of the settlement and of the options open to those who would dissent.” *Bogges v. Hogan*, 410 F. Supp. 433, 442 (N.D. Ill. 1975) (citing *Air Lines Stewards & Stewardesses Ass’n, Local 550 v. Am. Airlines, Inc.*, 455 F.2d 101, 108 (7th Cir. 1972); *Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 122 (8th Cir.)), *cert denied*, 423 U.S. 864 (1975)); *Nichols*, 2005 WL 950616, at *9. The notice here fails to adequately inform class members of the terms of the settlement because of the power of

⁴⁰ Associated Press, *supra*; see also Sophia Pearson & Jeff Feeley, *NFL’s \$914 Million Concussion Deal Submitted to Federal Court*, The Morning Journal (Jan. 18, 2014 9:23 AM), <http://www.morningjournal.com/sports/20140108/nfls-914-million-concussion-deal-submitted-to-federal-court>; Jason M. Breslow, *Judge Rejects \$765 Million NFL Concussion Settlement*, Frontline (Jan. 14, 2014 3:59 PM), <http://www.pbs.org/wgbh/pages/frontline/sports/league-of-denial/judge-rejects-765-million-nfl-concussion-settlement/>; Patrick Hruby, *Raw Deal*, SportsonEarth.com (Jan. 10, 2014), <http://www.sportsonearth.com/article/66471614/#!/6oxsi>.

⁴¹ The NFL Concussion Class Settlement (May 1, 2014), <https://www.youtube.com/watch?v=9EWNBNgMoEk> (last visited May 27, 2014).

the misinformation that came before it, and because it continues that deception, by failing to state that *players suffering from CTE and their families will receive nothing*.⁴²

Such procedurally and substantively deficient notice fails the requirements of Rule 23 and amounts to a denial of due process.

B. The Settlement Establishes Unduly Burdensome Procedural Requirements That Will Effectively Deny Class Members Recovery

To receive *any* recovery, class members must navigate a complex and burdensome administrative process that appears designed to decrease the cost to the NFL. Like the class settlement recently rejected in *Eubank v. Pella Corp.*, ___ F.3d ___, 2014 WL 2444388, at *7 (7th Cir. June 2, 2014), the Revised Settlement “strews obstacles in the path of any” class member seeking recovery by imposing requirements and deadlines that, if unsatisfied, reduce or completely bar recovery. This unwieldy and onerous claims process does not fundamentally protect class members’ rights, does not satisfy Rule 23(d)’s requirements, and raises clear due process concerns. *See* U.S. Const. amend. V; Fed. R. Civ. P. 23(d).

For example:

- class members have 180 days to register with the Claims Administrator; but those who do not are *ineligible for any benefits*, even though their claims are released, Revised Settlement § 4.2(c);
- certain class members must undergo baseline assessment examinations by arbitrary deadlines or suffer a 10% offset, *id.* §§ 5.4, 6.7(b)(iv);

⁴² By the time the players actually would receive the proposed notices, their ability to recover for CTE will have been completely foreclosed, because the notices would be sent or published only after preliminary approval — which is the cut-off date for “Death with CTE” awards.

- class members who comply with these preliminary requirements must file an extensive “Claim Package” within two years of receiving a qualifying diagnosis, *id.* §§ 8.2(a), 8.3(a)(i); and
- Class Counsel has not provided the Court with the proposed claim form and instructions that class members – many of whom are suffering serious cognitive impairment – are to use to navigate this procedural labyrinth.

That alone justifies rejecting the settlement. *See Eubank*, 2014 WL 2444388, at *8 (rejecting class settlement and criticizing complexity of claim forms). But it gets worse. Once a claim is submitted, the Claims Administrator can investigate and “request additional documentation,” which the class member must supply “in order to claim a Monetary Award” Revised Settlement § 8.6(a).

Class members whose claims are denied may appeal, but only after paying a \$1,000 fee (which is refundable if the appeal is successful). Revised Settlement § 9.6(a).⁴³ But, the NFL may appeal an unlimited number of claim determinations without payment of any fee. *Id.* § 9.6(b). Appellants must “present evidence in support of their appeal.” *Id.* § 9.7(a). Appeals are decided by the Court, who may consult with an Appeals Advisory Panel consisting of members jointly recommended by Co-Lead Class Counsel and the NFL Parties. *Id.* § 9.8. By affording the NFL unlimited appeals without disincentive to do so and by requiring appellants to

⁴³ That appeal fee will discourage many retired players from challenging adverse claim determinations. Within two years of retirement, 78% of former NFL players are under financial stress. Pablo S. Torre, *How (and Why) Athletes Go Broke*, Sports Illustrated (Mar. 23, 2009), <http://sportsillustrated.cnn.com/vault/2009/03/23/105789480/how-and-why-athletes-go-broke>.

present evidence on appeal, the Revised Settlement essentially requires that class members submit to a multi-tiered, mini-arbitration to receive their benefit awards.⁴⁴

Finally, the Revised Settlement imposes a series of “anti-fraud” provisions that appear designed to decrease the number of, and the amount of awards and save the NFL money. The Claims Administrator must audit 10% of all applicants each month. Revised Settlement § 10.3(c). Auditors may demand additional information and documents from the class member.⁴⁵ Even partial non-compliance with the demand requires denial of the claim “without right to an appeal.” *Id.* § 10.3(b)(ii).

This complex procedural framework is a transparent attempt to minimize the cost of the settlement to the NFL – a consideration of tremendous importance now that the so-called “cap has been lifted.”⁴⁶ Class Counsel certainly could have negotiated a simpler payment process.

⁴⁴ The claims administration process may ultimately operate in a manner similar to current disability programs jointly administered by the NFL and the NFLPA. Just 34% of the applications submitted for temporary and permanent disability are approved in the initial stage. L. Elaine Halchin, *Former NFL Players: Disabilities, Benefits, and Related Issues*, Congressional Research Service, at 82 (Apr. 8, 2008). Those disability programs, moreover, have been heavily criticized for improperly denying meritorious claims. *See id.* at 76-77 (quoting Michael Leahy, *The Pain Game*, Washington Post Magazine, at 10, 23 (Feb. 3, 2008)); *see also* Michael Rosenberg, “Permanently Disabled,” *Harrison Fighting for Benefits NFL Took Away*, Sports Illustrated (Jan. 29, 2014), <http://www.si.com/nfl/2014/01/29/dwight-harrison-nfl-pension>; Michael O’Keefe, *Still Plenty of Skeptics After NFL Reaches New Deal with Players to Settle Concussion-Related Lawsuit*, New York Daily News (June 28, 2014 11:40 AM), <http://www.nydailynews.com/sports/football/score-nfl-deny-issues-article-1.1847588>.

⁴⁵ The scope of the information demand is extensive, including such items as all medical records in the class member’s control relating to the qualifying diagnosis and a “list of all health care providers seen by the Retired NFL Football Player in the last five (5) years.” Revised Settlement § 10.3(e)(i)-(ii); *see also id.* § 10.3(e).

⁴⁶ The cap’s lifting is a ceremonial gesture: the NFL Parties repeatedly emphasize that they “remain undeterred in their belief that the \$760 million deal originally struck would have been sufficient to compensate all Class Members with valid claims over the term of the Monetary Award Fund.” Mem. 12; *see also id.* at 1, 42. But their uncapped-with-strings-attached settlement is even more troubling when the NFL Parties’ ability to withstand a settlement even greater than the \$765 million figure they deem sufficient is considered. The NFL projects that its

They did so for themselves – they will receive their \$112.5 million payment within 60 days after the Revised Settlement takes effect. Revised Settlement § 21.2. Yet, their abandoned clients – many suffering serious cognitive impairment – will be left to figure it out on their own, wandering through an administrative maze that allows the NFL to say “gotcha” at every turn.

Courts have refused to approve settlements with benefits that are illusory in light of the procedural difficulty to realize them. *See Eubank*, 2014 WL 2444388, at *7-10 (rejecting settlement that “strews obstacles in the path of any” class member); *In re Dry Max Pampers Litig.*, 724 F.3d 713, 718-19, 721 (6th Cir. 2013) (rejecting class settlement, in part, due to an onerous claims process); *Walter v. Hughes Commc’ns, Inc.*, No. 09-2136, 2011 WL 2650711, at *14 (N.D. Cal. July 6, 2011) (rejecting class settlement where “[m]any hurdles stand between a class member and the receipt of . . . payment” and claim form was “unnecessarily complex,” “confusingly arranged,” and “invites user error”). The deficient claims process here requires denial of preliminary approval.

C. The Proposed Settlement Is Not the Product of Arm’s Length Negotiation

Because class counsel and defendants have strong incentives to collude in crafting a class settlement, *see, e.g., GM Trucks*, 55 F.3d at 787-89, a proposed settlement must arise from arm’s length negotiations to receive preliminary approval. First, the settlement is riddled with intra-

revenues will be upwards of \$25 billion by 2027. *See* Daniel Kaplan, *Goodell Sets Revenue Goal of \$25 Billion by 2027 for NFL*, Sports Business Journal (Apr. 5, 2010), [http://www.sportsbusinessdaily.com/Journal/Issues/2010/04/20100405/This-Weeks-News/Goodell-Sets-Revenue-Goal-Of-\\$25B-By-2027-For-NFL.aspx](http://www.sportsbusinessdaily.com/Journal/Issues/2010/04/20100405/This-Weeks-News/Goodell-Sets-Revenue-Goal-Of-$25B-By-2027-For-NFL.aspx); Brent Schrotenboer, *NFL Takes Aim at \$25 Billion, But At What Price?*, USA Today (Feb. 5, 2014), <http://www.usatoday.com/story/sports/nfl/super/2014/01/30/super-bowl-nfl-revenue-denver-broncos-seattle-seahawks/5061197/>. And last year alone the NFL had an annual revenue of more than \$10 billion, Schrotenboer, *supra*, earned a reported \$1 billion from licensing alone, and paid its commissioner more than \$35 million, Ryan Wilson, *NFL Paid Roger Goodell \$35.1 Million Last Year*, CBSSports.com (Feb. 14, 2014 3:25 PM), <http://www.cbssports.com/nfl/eye-on-football/24443392/report-nfl-paid-roger-goodell-351-million-last-year>.

class conflict. Second, the generous attorneys’ fee provision raises red flags that Class Counsel may have bargained away the interests of some segments of the class. Third, the Revised Settlement gives no indication that Sub-Class Counsel and Representative Plaintiffs meaningfully participated in the negotiation process and exercised effective control and supervision over Class Counsel. Fourth, the entire negotiation process has been burdened with a lack of transparency calling into question any alleged fairness of the proposed settlement.⁴⁷

1. Intra-Class Conflict Suggests the Absence of an Arm’s Length Negotiation

The intra-class conflicts in the Revised Settlement smack of a lack of arm’s length negotiations. “[T]he mere fact that negotiations transpired does not tend to prove that the class’s interests were pursued,” *GM Trucks*, 55 F.3d at 814, particularly “where the potential for intra-class conflict . . . [i]mperils the class’s representation,” *id.* at 797. Courts cannot preliminarily approve settlements that contain “obvious deficiencies such as ***unduly preferential treatment of class representatives or segments of the class***” *NFL Concussion*, 961 F. Supp. 2d at 714 (emphasis added). That is precisely the case here. The settlement short-changes class members at future risk of developing CTE by limiting recovery to those who die before preliminary approval. It short-changes class members who experienced a stroke or non-football related TBI by reducing awards by 75%. And it short-changes veterans of NFL Europe by denying them credit for the seasons they played in that league. Even “vigorous, arm’s length negotiations” are meaningless unless “the lawyers actually negotiating really were doing so on behalf of the ***entire*** class.” *GM Trucks*, 55 F.3d at 797. Class Counsel certainly did not do so here.

⁴⁷ When the Court previously suggested that “[t]here is nothing to indicate that the Settlement is not the result of good faith, arm’s-length negotiations between adversaries,” *NFL Concussion*, 961 F. Supp. 2d at 715, it did not have before it many of the concerns that Objectors raise.

2. The Attorneys' Fee Provision Raises Concerns That Class Counsel Bargained Away Class Members' Interests

“Collusion” between class counsel and defendants “may not always be evident on the face of a settlement.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). Accordingly, courts have a duty to scrutinize settlements for “subtle signs that class counsel have allowed pursuit of their own self-interests and that of certain class members to infect negotiations.” *Id.*; see also *NFL Concussion*, 961 F. Supp. 2d at 714 (noting “excessive compensation of attorneys” can preclude preliminary approval). The attorneys’ fee provision here is far from a “subtle” sign. If anything, it is flashing neon.

First, the NFL Defendants – in what is known as a “clear sailing agreement” – have consented not to object to Class Counsel’s fee petition. Revised Settlement § 21.1. The “‘very existence of a clear sailing provision increases the likelihood that class counsel will have bargained away something of value’” – like compensation for all cases of CTE – “‘to the class.’” *Bluetooth Headset*, 654 F.3d at 948 (quoting *Weinberger v. Great N. Nekoosa Corp.*, 925 F.2d 518, 525 (1st Cir. 1991)). Thus, clear sailing agreements are “disfavored.” *Id.* at 949.

Second, “fee negotiations [should] be postponed until the settlement [is] **judicially approved**, not merely until the date the parties allege to have reached an agreement.” *GM Trucks*, 55 F.3d at 804 (emphasis added). The circumstances suggest Class Counsel “pursued a deal with the defendants separate from . . . the deal negotiated on behalf of the class.” *GM Trucks*, 55 F.3d at 803-04. In any event, this Court need not “‘place . . . dispositive weight on the parties’ self-serving remarks,’” *Bluetooth Headset*, 654 F.3d at 948 (quoting *GM Trucks*, 55 F.3d at 804), that the “Settling Parties did not discuss the issue of attorneys’ fees at any point during the mediation sessions,” Mem. 30. The timing of the Settling Parties’ fee negotiations,

which occurred even before public release of the initial settlement agreement, suggests the absence of arm's-length negotiations.

Finally, the attorneys' fee provision authorizes Class Counsel to petition the Court for a 5% set aside – *drawn from each claimant's settlement award* – to “facilitate the Settlement program and related efforts of Class Counsel.” Revised Settlement § 21.1. That provision places no limits on how Class Counsel may use the set aside (although it does require that any petition describe “how the money will be used”). *Id.* More importantly, the provision gives no mechanism for noticing class members of Class Counsel's petition for the set aside nor does it authorize any procedures by which class members can oppose that petition. In short, the set aside allows Class Counsel the opportunity to augment their \$112.5 million attorney fee at the expense of the class.

3. The Role of Sub-Class Counsel and Representative Plaintiffs Is Unknown

The role of Representative Plaintiffs and Sub-Class Counsel in negotiating the settlement and overseeing Class Counsel has been entirely hidden, further suggesting that the negotiations did not occur at arm's length. “The protection of the absentee[] [class members'] rights depends in part on the extent the named plaintiffs are adequately interested to monitor the attorneys” *GM Trucks*, 55 F.3d at 784. Thus, the “specter of collusion” is present when “‘class counsel [are] allowed to prosecute an action and negotiate settlement terms without meaningful oversight by the class representative.’” *Olden v. Gardner*, 294 F. App'x 210, 219 (6th Cir. 2008) (quoting *In re Cal. Micro Devices Sec. Litig.*, 168 F.R.D. 257, 262 (N.D. Cal. 1996)). Class Counsel have not shown such meaningful oversight here. Although the Revised Settlement states that Representative Plaintiffs were shown the agreement and were familiar with the agreement, it says nothing about Representative Plaintiffs' participation in the negotiations. Revised

Settlement § 25.2. Nor did the mediator describe Representative Plaintiffs' role. Dkt. No. 6073-4. Indeed, media reports indicate that Co-Lead Class Counsel has "clashed with his own clients."⁴⁸ When "class representatives provide[] no meaningful oversight of the class counsel during the settlement negotiations," the "risk of collusion weighs against the settlement." *Olden*, 294 F. App'x at 219.

Similarly, Class Counsel offer no description of the role that Sub-Class Counsel played in the negotiation. In fact, Class Counsel did not recruit Sub-Class Counsel until negotiations were *already underway* before the mediator. *See* Dkt. No. 6073-4 ¶ 7.

4. The Settlement Negotiation Process Has Lacked Transparency

The class members – many of whom have their own counsel – have been left in the dark throughout the process. *See* Patrick Hruby, *Show Us Some Math*, Sportsonearth.com (Jan. 20, 2014) (describing the settlement process as "cloak[ed] [in] secrecy").⁴⁹ There has been no indication of the bid and ask throughout the negotiations. And despite the Court's order that economic and actuarial information should be shared with the Special Master, it is not clear that it was; and it certainly was not provided, even in summary form, to the class. "Sunlight is said to be the best of disinfectants; electric light the most efficient policeman.'" *Buckley v. Valeo*, 424 U.S. 1, 67 (1976) (per curiam) (quoting L. Brandeis, *Other People's Money* 62 (Nat'l Home Library Found. ed. 1933)). That is particularly so in the class settlement context, where the court lacks the "clash of adversaries" that ordinarily "generate[s] the information that the judge needs to decide the case." *Eubank*, 2014 WL 2444388, at *2 (rejecting class settlement); *see also In re*

⁴⁸ Steve Fainaru & Mark Fainaru-Wada, *Lawyers Fight Over Settlement Details*, ESPN.com (Jan. 24, 2014, 8:18 PM), http://espn.go.com/espn/otl/story/_/id/10346091/lead-negotiator-facing-strong-opposition-concussion-settlement.

⁴⁹ Available at <http://www.patrickhruby.net/2014/01/show-us-some-math.html>.

Cnty. Bank of N. Va., 418 F.3d 277, 319 (3d Cir. 2005) (rejecting approval of settlement where district court “entrusted class counsel to prepare . . . findings [of fact] in an *ex parte* closed door session” without participation of other class members). In the absence of transparency regarding the settlement negotiations, neither the Court nor the class members can be assured that Class Counsel zealously negotiated on behalf of absent class members.

D. The Lack of Discovery Precludes Preliminary Approval of the Proposed Settlement

Class Counsel appear to have conducted *no discovery* – none.⁵⁰ The absence of even a basic factual record precludes any reasonably valid assessment of the value of the class’s claims. Class Counsel cannot possibly have fulfilled their duty to do so and accordingly they have provided neither the class nor the Court with any basis for determining that the compromise reached is fair, adequate, and reasonable. “[A]chiev[ing] the settlement after little or no discovery . . . raise[s] a red flag.” *GM Trucks*, 55 F.3d at 806.

1. Class Counsel Could Not Possibly Have Fulfilled Their Duties to the Class Without Taking Any Discovery

Discovery allows counsel to develop “an adequate appreciation of the merits of the case before negotiating.” *GM Trucks*, 55 F.3d at 813. “‘The deference afforded counsel should correspond to the amount of discovery completed and the character of the evidence uncovered.’” *Olden*, 294 F. App’x at 219 (quoting *Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th Cir. 1983)). Thus, when no discovery is taken, courts “question[] whether class counsel could have negotiated in [the] best interests” of absent class members. *Cnty. Bank*, 418 F.3d at 307 (rejecting class settlement).

⁵⁰ In describing their investigation of the facts, Class Counsel describe only an informal exchange of information and point to no formal discovery. There is no indication that any was taken. *See* Mem. 43.

Merits discovery is particularly important in a case alleging claims like fraud and negligent concealment, where the best evidence is likely in the NFL Defendants' hands. The Complaint lists dozens of media reports and facts demonstrating the NFL's cover-up of information and willful dissemination of misinformation regarding the risks of head trauma from football. *E.g.*, Compl. ¶¶ 128-199. Investigation of these facts through discovery of the NFL's internal files could yield powerful and compelling evidence of the NFL's culpability – strengthening Class Counsel's hand at the negotiating table. Yet Class Counsel settled this case without taking a single deposition and without the NFL producing a single document related to the merits of the underlying claims. Instead, Class Counsel purport to have “exchanged information” with the NFL during the negotiation, including “expert calculations of damages.” Mem. 43. But references to unspecified “information” and damages calculations say nothing about the NFL's **liability** and the strength of Plaintiffs' case.

That limited exchange of “information” cannot support preliminary approval of a class settlement, as *Olden v. Gardner* makes clear. In that case, class members brought suit against a corporation alleging property damage and personal injuries arising from pollution emissions from the defendant's cement plant. *Olden*, 294 F. App'x at 211. Following class certification, the class counsel entered into settlement negotiations with the defendant corporation, without obtaining any expert opinions on the alleged claims or defenses, engaging in discovery, or notifying any of the class representatives that such negotiations were taking place. *Id.* at 213-14. These factors strongly weighed against approval of the settlement on appeal because “[o]btaining expert opinions and engaging in formal discovery are usually essential to establishing a level

playing field in the settlement arena [as] it enables the class counsel to develop the merits of their case.” *Id.* at 218.⁵¹

Negotiating blindly, Class Counsel “could not have entered into the settlement negotiations with much more than an uneducated guess as to the merits of the case and the propriety and fair value of a settlement.” *Olden*, 294 F. App’x at 218. They could not “fairly, safely, and appropriately decide to settle the action.” *GM Trucks*, 55 F.3d at 814.

2. Without Discovery, Neither the Court Nor the Class Members Can Assess the Settlement

This Court made clear that Class Counsel must “provide the court with the information needed to evaluate the fairness or adequacy of a proposed settlement.” *NFL Concussion*, 961 F. Supp. 2d at 715-16 (citing cases). Without discovery on the merits, “courts have no other basis on which to conclude that counsel adequately developed the claims before deciding to settle.” *GM Trucks*, 55 F.3d at 814. Neither do class members. They cannot make an informed decision about whether to go along with the settlement, object, or opt out.

3. Discovery Would Have Allowed Class Counsel To Overcome – or at Least Understand – What They Claim Are “Significant Challenges and Obstacles in the Litigation”

Class Counsel devote ten pages of their Memorandum in Support to discussing preemption, causation, statute of limitations, assumption of the risk, and “other defenses.” Mem.

⁵¹ Class Counsel’s reliance on *In re Processed Egg Products Antitrust Litigation*, 284 F.R.D. 249, 267 (E.D. Pa. 2012), and *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 444 (E.D. Pa. 2008), is misplaced. See Mem. 43 n.17. Both cases involved extensive productions of information on the merits of the case. *Gates*, 248 F.R.D. at 444 (noting “dozens of depositions,” “hundreds of pages of expert reports,” and “hundreds of thousands of pages of documents” produced); *Processed Egg*, 284 F.R.D. at 271 (describing informal discovery of over 3,200 documents that described defendant’s “participation in the conspiracy”). *Barani v. Wells Fargo Bank, N.A.*, on which Class Counsel also rely, similarly involved “substantial discovery.” 2014 WL 1389329, at *5 (S.D. Cal. Apr. 9, 2014). The parties in *Barani* engaged in both formal and informal discovery, conducting precisely the “thorough[] investigat[ion]” absent here. *Id.* at *6.

61-71. They claim that this is a tough case and that they face “stiff and complex challenges.” *Id.* at 61. Then, they meekly offer that whether they could have “met their burden of proof” was a “significant consideration” in settling at this time. *Id.* However, it is hard to understand how they can say this, given that whether a burden of proof is met is a question of fact, and they developed no facts through discovery. Had they done so, they may not have considered those “obstacles” so “significant.”

Preemption: Class Counsel contend that preemption under § 301 of the Labor Management Relations Act (LMRA) presents a “significant” legal challenge for Plaintiffs in light of the NFL Parties’ referenced collective-bargaining agreements (CBAs). Mem. 61-64. However, § 301 only preempts “claims founded *directly* on rights created by collective-bargaining agreements,” or claims “*substantially dependent* on analysis of a collective-bargaining agreement.” *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 394 (1987) (emphasis added) (former employees’ claims against former employer were not preempted because claims arose out of individual employment contracts and did not touch on CBA provisions).

Class Counsel ignore the importance of this point, and do not even acknowledge the recent decision *Green v. Arizona Cardinals Football Club*, where the district court, relying on *Caterpillar*, held that the claims of retired NFL players against the Arizona Cardinals for brain injuries resulting from TBI **were not precluded by the CBA**. *Green v. Ariz. Cardinals Football Club, LLC*, No. 14-CV-461, 2014 WL 1920468, at *3 (E.D. Mo. May 14, 2014). The court’s reasoning holds true here: Preemption is not triggered where a dispute only “tangentially involve[s] a provision of a [CBA].” *Allis-Chalmers Corp. v. Lueck*, 471 U.S. 202, 211 (1985). Stated differently, “section 301 does not preempt state law claims merely because the parties involved are subject to a CBA and the events underlying the claim occurred on the job.”

Williams v. Nat'l Football League, 582 F.3d 863, 874 (8th Cir. 2009). What matters is whether the plaintiffs' claims turn on rights that are actually set forth in a CBA provision or that "require interpretation or construction of the CBA" itself. *Green*, 2014 WL 1920468, at *3 (quoting *Williams*, 582 F.3d at 876) (rejecting preemption argument on ground that alleged NFL CBAs were not the source of players' claims of negligence, misrepresentation, and fraudulent concealment).

Plaintiffs' claims here turn on factual questions about the NFL's conduct – what actions or representations it did or did not perform and when and why it decided to perform them. For example, when did the NFL first learn of the connection between MTBI and neurodegenerative disease? What data did the NFL collect? How and why did it craft its public statements on concussions? Why were some of these statements directed to high school and college players, and even to parents deciding whether to allow their children to play football? Discovery is needed before any realistic assessment as to the "challenges or obstacles" Plaintiffs might face regarding preemption.

Causation: Class Counsel claim they face "significant legal impediments surrounding [their] ability to prove causation and obtain verdicts in the absence of a settlement." Mem. 64. But "[p]roximate cause requires only 'some direct relation between the injury asserted and the injurious conduct alleged,' and excludes only those 'link[s] that are too remote, purely contingent, or indirect.'" *Staub v. Proctor Hosp.*, 131 S. Ct. 1186, 1192 (2011) (citing *Hemi Group, LLC v. City of New York*, 130 S. Ct. 983, 989 (2010)). So long as the NFL Parties' conduct constituted "a substantial factor in bringing about harm to" putative class members, that is enough to impose liability – even if Defendants "neither foresaw nor should have foreseen the

extent of the harm or the manner in which it occurred” to Plaintiffs. Restatement (Second) of Torts § 435(1) (1965).

Class Counsel are wrong to cede any ground to this defense without obtaining discovery into the Defendants’ conduct. When the NFL first learned of the connection between head trauma and neurodegenerative disease, what studies it undertook concerning this information, and how and why it crafted its public statements concerning concussions, are questions that should be pursued through discovery to address the purported causation “impediment.”

Statute of Limitations: Class Counsel contend their claims faced “a significant potential risk” of dismissal in light of the “serious challenge” presented by a statute of limitations. Mem. 65. This professed concern ignores the doctrine of fraudulent concealment, which “tolls the statute of limitations where ‘through fraud or concealment the defendant causes the plaintiff to relax vigilance or deviate from the right of inquiry.’” *Mest v. Cabot Corp.*, 449 F.3d 502, 516 (3d Cir. 2006) (quoting *Ciccarelli v. Carey Can. Mines, Ltd.*, 757 F.2d 548, 556 (3d Cir. 1985)) (whether defendants made misrepresentations to plaintiffs and the nature of any misrepresentations is relevant to determining if fraudulent concealment tolled limitations period).

Significantly, Class Counsel **urged** that a statute of limitations defense should fail on this very ground in other litigation. *See Finn* Compl. ¶¶ 144-148 (the “applicable statute of limitations is tolled because Defendant’s fraudulent concealment of the dangers and adverse effects of head injuries made it impossible for Plaintiffs to learn of the hazards to their health”). The question is whether a defendant undertook some “affirmative and independent act of concealment that would prevent the plaintiff from discovering the injury[,] despite the exercise of reasonable diligence.” *Bohus v. Beloff*, 950 F.2d 919, 925 (3d Cir. 1991). But rather than answer that factual question through evidence developed in discovery to negotiate a settlement

that compensates all injured class members, Class Counsel punted. The proposed settlement thus excludes all class members who died before January 1, 2006, unless the claimant can demonstrate that the statute of limitations would not apply. Revised Settlement § 6.2(b)

Assumption of the Risk: Class Counsel argue that an “assumption-of-risk” defense also potentially blocks Plaintiffs’ claims. Mem. 67-70. But the assumption of the risk “doctrine is very narrow,” limited only to circumstances where it is clear that “the ‘nature and extent’ of the risk were ‘fully appreciated’ and that the plaintiff voluntarily proceeded to face that risk.” *Barnes v. Am. Tobacco Co.*, 984 F. Supp. 842, 869 (E.D. Pa. 1997) (quoting *Childers v. Power Line Equip. Rentals, Inc.*, 452 Pa. Super. 94 (1996)). The retired players unquestionably assumed certain bodily risks, but they did not consent to face the types of harm alleged here – harm concealed from them by Defendants. *See Murphy v. Steeplechase Amusement Co.*, 250 N.Y. 479, 482-83 (1929) (“One who takes part in [] a sport accepts the dangers that inhere in it so far as they are obvious and necessary, . . . [but a] different case would be here if the dangers inherent in the sport were obscure or unobserved, or so serious as to justify the belief that precautions of some kind must have been taken to avert them.”).

Class Counsel pled facts – for which they presumably had a good-faith basis – that would easily defeat an assumption of the risk defense. The evidence supporting those allegations has not been developed through discovery.

Statutory Employer: Class Counsel also state that the NFL Defendants “*may* argue they are similarly situated to a general contractor with respect to the injured players, and the injured players are akin to the employees of subcontractors.” Mem. 71 (emphasis added). However, “very great care . . . must be exercised before allowing an employer to avoid his liability at common law by asserting that he is a statutory employer.” *Stipanovich v. Westinghouse Elec.*

Corp., 210 Pa. Super. 98, 106 (1967). In the Third Circuit, Defendants must identify “an owner, a principal contractor[,] and a subcontractor” for the defense to apply; a party “***cannot be both the owner (or in the position of owner) and statutory employer at the same time.***” *Pozza v. United States*, 324 F. Supp. 2d 709, 712 (W.D. Pa. 2004) (citing *Jamison v. Westinghouse Elec. Corp.*, 375 F.2d 465, 469 (3d Cir. 1967) (emphasis added)). If the defense were to be asserted, discovery would be needed into the NFL, the individual teams, and the teams’ owners to examine their corporate structure and contractual relationships.

CONCLUSION

For these reasons, the Court should deny Class Counsel’s motion for conditional certification of the proposed class and subclasses and for preliminary approval of the Revised Settlement.

Dated: July 2, 2014

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Attorneys for Objectors

CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2014, I caused the foregoing Objection to June 25, 2014 Class Action Settlement and Opposition to Motion for Preliminary Approval of Sean Morey, Alan Faneca, Ben Hamilton, Robert Royal, Roderick Cartwright, Jeff Rohrer, and Sean Considine to be filed with the United States District Court for the Eastern District of Pennsylvania via the Court's CM/ECF system, which will provide electronic notice to all counsel of record.

Steven F. Molo

Steven F. Molo

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB
MDL No. 2323

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Civil Action No. 2:14-cv-00029-AB

Plaintiffs,

V.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

[PROPOSED] ORDER

AND NOW, this ____ day of _____, 2014, it is **ORDERED** that the Motion of Proposed Class Counsel for an Order (1) Granting Preliminary Approval of the Class Action Settlement Agreement, (2) Conditionally Certifying a Settlement Class and Subclasses, (3) Appointing Co-Lead Class Counsel, Class Counsel and Subclass Counsel, (4) Approving the Dissemination of Class Notice, (5) Scheduling a Fairness Hearing, and (6) Staying Matters as to the Released Parties and Enjoining Proposed Settlement Class Members from Pursuing Related Lawsuits [ECF No. 6073] is **DENIED** without prejudice.

Brody, J.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB

MDL No. 2323

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*
Plaintiffs,

Hon. Anita B. Brody

Civ. Action No. 14-00029-AB

v.

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,
Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

July 7, 2014

Anita B. Brody, J.

MEMORANDUM

Plaintiffs Kevin Turner and Shawn Wooden, through their proposed Co-Lead Class Counsel, Class Counsel, and Subclass Counsel, and Defendants National Football League and NFL Properties, LLC (collectively, the "NFL Parties")¹ have negotiated and agreed to a Class Action Settlement ("Settlement") that will resolve all claims against the NFL Parties in this multidistrict litigation.² On June 25, 2014, Plaintiffs filed an unopposed motion for an order: (1)

¹ Plaintiffs have also sued Riddell, Inc., Riddell Sports Group Inc., All American Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton-Bell Sports, LLC, and RBG Holdings Corp. (collectively, the "Riddell Defendants"). The Riddell Defendants are not a party to the proposed Settlement.

² Capitalized terms used in this Memorandum have the same meaning as those in the June 25, 2014 Class Action

granting preliminary approval of the proposed Class Action Settlement Agreement; (2) conditionally certifying a Settlement Class and Subclasses; (3) appointing Co-Lead Class Counsel, Class Counsel, and Subclass Counsel; (4) approving the dissemination of class notice; (5) scheduling a Fairness Hearing; and (6) staying matters as to the Released Parties and enjoining proposed Settlement Class Members from pursuing Related Lawsuits. For the following reasons, I will grant the motion.

I. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

In July 2011, the first retired players filed lawsuits against the NFL Parties alleging, *inter alia*, that the NFL Parties breached their duties to the players by failing to take reasonable actions to protect players from the chronic risks created by concussive and sub-concussive head injuries and that the NFL Parties concealed those risks from the players. Since that time, more than 5,000 former players have filed substantially similar lawsuits. These lawsuits have been consolidated before me as a multidistrict litigation (“MDL”), pursuant to 28 U.S.C. § 1407. *See* MDL Panel Transfer Order, Jan. 31, 2012, ECF No. 1.

On July 8, 2013, I directed the parties to mediation before retired U.S. District Court Judge Layn Phillips. Order, July 8, 2013, ECF No. 5128. On August 29, 2013, Judge Phillips informed me that Plaintiffs and the NFL Parties had signed a term sheet incorporating the principal terms of a settlement. Order, Aug. 29, 2013, ECF No. 5235. On December 16, 2013, pursuant to Federal Rule of Civil Procedure 53, I appointed Perry Golkin as Special Master to assist me in analyzing the financial aspects of any settlement. Order Appointing Special Master, Dec. 16, 2013, ECF No. 5607.

On January 6, 2014, Plaintiffs moved for entry of an order preliminarily approving their proposed settlement and conditionally granting class certification. Pl.’s Mot., Jan. 6, 2014, ECF

Settlement Agreement. Pl.’s Mot. Ex. B, June 25, 2014, ECF No. 6037.

No. 5634. At the same time, Plaintiffs filed their Class Action Complaint. Class Action Compl., Turner v. Nat'l Football League, No. 14-00029 (E.D. Pa. Jan. 6, 2014), ECF No. 1. On January 14, 2014, I denied the motion without prejudice, expressing concern as to the adequacy of the proposed \$675 million Monetary Award Fund in light of the 65-year lifespan of the Monetary Award Fund, the settlement class size of more than 20,000 members, and the potential magnitude of the awards. Order, Jan. 14, 2014, ECF No. 5658.

After six months of additional negotiation, guided by my January 14, 2014 opinion and Special Master Golkin, the parties reached a revised Settlement aimed at providing assurance that all Retired NFL Football Players who ultimately receive a Qualifying Diagnosis or their related claimants will be paid. Special Master Golkin has been a critical source of advice and financial expertise for the parties and me.³ As a result of the negotiations, the Monetary Award Fund is no longer fixed at \$675 million, and the NFL Parties must pay all valid claims for the next 65 years. The revised Settlement retains the same significant Monetary Award levels and the NFL Parties' obligation to pay for the costs and expenses of claims administration. It also includes new measures designed to prevent fraudulent claims.

II. THE PROPOSED CLASS ACTION SETTLEMENT

A. The Proposed Settlement Class

The Settlement provides for a nationwide Settlement Class consisting of three types of claimants: (1) Retired NFL Football Players, generally defined as all living NFL football players who, prior to the date of the Preliminary Approval and Class Certification Order,⁴ retired, formally or informally, from playing professional football with the NFL or any Member Club,

³ I am grateful to Special Master Golkin for his time and effort.

⁴ "Preliminary Approval and Class Certification Order" is defined in the June 25, 2014 Class Action Settlement Agreement as the Court's order preliminarily approving the Class Action Settlement and conditionally certifying the Settlement Class and Subclasses. *See* Pl.'s Mot. Ex. B, June 25, 2014, ECF No. 6037. For the avoidance of any ambiguity, the order accompanying this Memorandum is the "Preliminary Approval and Class Certification Order."

including American Football League, World League of American Football, NFL Europe League, and NFL Europa League players; (2) authorized representatives, ordered by a court or other official of competent jurisdiction, of deceased or legally incapacitated or incompetent Retired NFL Football Players (“Representative Claimants”); and (3) close family members of Retired NFL Football Players or any other persons who properly assert, under applicable state law, the right to sue by virtue of their relationship with a Retired NFL Football Player (“Derivative Claimants”). Based on the records of the NFL Parties, there are more than 20,000 Settlement Class Members. Pl.’s Mem. Law 33, June 25, 2014, ECF No. 6073.

The Settlement Class consists of two Subclasses: Subclass 1 is defined as Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order, and their Representative Claimants and Derivative Claimants; and Subclass 2 is defined as Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of chronic traumatic encephalopathy (“CTE”). A Qualifying Diagnosis is defined as Level 1.5 Neurocognitive Impairment (early Dementia), Level 2 Neurocognitive Impairment (moderate Dementia), Alzheimer’s Disease, Parkinson’s Disease, Amyotrophic Lateral Sclerosis (“ALS”), and/or Death with CTE.

B. The Proposed Settlement

The current Settlement provides that the NFL Parties will make payments over a period of years to create three sources of benefits for Settlement Class Members.

First, the Settlement provides for a \$75 million Baseline Assessment Program (“BAP”) that will offer all eligible Retired NFL Football Players baseline neuropsychological and neurological evaluations to determine the existence and extent of any cognitive deficits. In the event that retired players are found to suffer from Level 1 Neurocognitive Impairment (moderate cognitive impairment), they may receive certain BAP Supplemental Benefits in the form of specified medical treatment and/or evaluation, including counseling and pharmaceutical coverage. In addition to detecting any cognitive impairment, the results of BAP examinations may be used as a comparison against any future tests to determine whether a Retired NFL Football Player’s cognitive abilities have deteriorated. Further, subject to the reasonable informed consent of Retired NFL Football Players, in compliance with applicable privacy and health laws, and any other customary authorization, medical data generated will be made available for use by those conducting medical research on cognitive impairment, safety, and injury prevention.

Second, the Settlement provides for a 65-year Monetary Award Fund that will award cash to Retired NFL Football Players who already have a Qualifying Diagnosis or receive one in the future. Representative Claimants and Derivative Claimants related to such players will also be eligible for cash awards. The Qualifying Diagnoses and their maximum Monetary Award levels are as follows: Level 1.5 Neurocognitive Impairment (\$1.5 million); Level 2 Neurocognitive Impairment (\$3 million); Alzheimer’s Disease (\$3.5 million); Parkinson’s Disease (\$3.5

million); ALS (\$5 million); Death with CTE (\$4 million).⁵ These awards may be reduced based on a retired player's age at the time of diagnosis, the number of NFL seasons played, and other applicable offsets outlined in the Settlement. If, after receiving an initial Monetary Award, a Retired NFL Football Player becomes eligible for a larger Award because of a different Qualifying Diagnosis, the retired player will be provided with a Supplemental Monetary Award to ensure that the retired player receives the maximum award to which he is entitled. The Settlement does not require Settlement Class Members to prove that the Retired NFL Football Player's cognitive injuries were caused by NFL-related concussions or sub-concussive head injuries. Both Settlement Class Members and the NFL Parties have the right to appeal a Class Member's entitlement to a Monetary Award.

Third, the Settlement establishes a \$10 million Education Fund to fund education programs promoting safety and injury prevention with regard to football players, including safety-related initiatives in youth football. This Fund will also educate Retired NFL Football Players regarding the NFL's medical and disability programs.

A Special Master will oversee the functions of a Claims Administrator who will process claims for Monetary Awards and Derivative Claimant Awards. The Monetary Award Fund, which is funded by the NFL Parties, will pay for the compensation and reasonable costs and expenses of the Special Master and Claims Administrator.

In addition, the NFL Parties will pay up to \$4 million in notice expenses. The NFL Parties will also pay attorneys' fees and costs and have agreed not to object to a petition for fees and costs that does not exceed \$112.5 million. This amount to be paid by the NFL Parties is *in addition* to the amounts that the NFL Parties will pay to satisfy all Monetary Awards, finance the

⁵ Beginning one year after the Effective Date of the Settlement, all Monetary Awards will be adjusted upwards by as much as 2.5% per year for inflation.

BAP Fund and Education Fund, and cover the costs for Class Notice and other administrative expenses.

Furthermore, Retired NFL Football Players are not precluded from participating in the Settlement as a result of having received benefits pursuant to benefit programs provided under a Collective Bargaining Agreement (“CBA”) with the NFL (e.g., the 88 Plan) or because they signed releases and covenants not to sue the NFL pursuant to the Neuro-Cognitive Disability Benefit under Article 65 of the 2011 CBA. In addition to Settlement benefits, Retired NFL Football Players are entitled to seek all applicable bargained-for benefits in the Collective Bargaining Agreements with the NFL.

In exchange for the benefits provided in the Settlement, Settlement Class Members and their related parties agree to release all claims and dismiss with prejudice all actions against, and covenant not to sue, the NFL Parties and other Released Parties and all Related Lawsuits in this Court and other courts. In contrast to the previous version of the Settlement, Settlement Class Members who receive Monetary Awards are not required to dismiss pending and/or forebear from bringing litigation relating to cognitive injuries against the National Collegiate Athletic Association (“NCAA”) and any other collegiate, amateur, or youth football organizations.

III. DISCUSSION

A. Preliminary Approval of the Proposed Settlement

Under Federal Rule of Civil Procedure 23(e), the settlement of a class action requires court approval. Fed. R. Civ. P. 23(e)(2). Review of a proposed class action settlement typically proceeds in two stages. At the first stage, the parties submit the proposed settlement to the court, which must make a preliminary fairness evaluation. If the proposed settlement is preliminarily acceptable, the court then directs that notice be provided to all class members who would be

bound by the proposed settlement in order to afford them an opportunity to be heard on, object to, and opt out of the settlement. *See* Fed. R. Civ. P. 23(c)(3), (e)(1), (e)(5). At the second stage, after class members are notified of the settlement, the court holds a formal fairness hearing where class members may object to the settlement. *See* Fed. R. Civ. P. 23(e)(1)(B). If the court concludes that the settlement is “fair, reasonable and adequate,” the settlement is given final approval. Fed. R. Civ. P. 23(e)(2). At this time, Plaintiffs request that I grant preliminary approval.

1. Standard of Review

In deciding whether to grant preliminary approval, a court determines whether:

the proposed settlement discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys, and whether it appears to fall within the range of possible approval.

Mehling v. New York Life Ins., 246 F.R.D. 467, 472 (E.D. Pa. 2007) (citations omitted); *Mack Trucks, Inc. v. Int’l Union, UAW*, No. 07-3737, 2011 WL 1833108, at *2 (E.D. Pa. May 12, 2011) (stating same standard); *Tenuto v. Transworld Sys.*, No. 99-4228, 2001 WL 1347235, at *1 (E.D. Pa. Oct. 31, 2001) (same). Under Rule 23, a settlement falls within the “range of possible approval,” if there is a conceivable basis for presuming that the standard applied for final approval—fairness, adequacy, and reasonableness—will be satisfied. *See Mehling*, 246 F.R.D. at 472. In making a preliminary determination, my first and primary concern is whether there are any obvious deficiencies that would cast doubt on the proposed settlement’s fairness. I will also consider whether the negotiations occurred at arm’s length, whether there was significant investigation of Plaintiffs’ claims, and whether the proposed settlement provides preferential treatment to certain class members. *See In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 638 (E.D. Pa. 2003).

2. Analysis

a) **There Are No Obvious Deficiencies to Cast Doubt on the Proposed Settlement's Fairness**

The revised proposed Settlement is a significant improvement over the proposed settlement presented in January. The new Settlement ensures that there are sufficient funds available to pay all claims through the 65-year term of the Settlement and improves the manner in which diagnoses are made to protect against fraud. The original proposed Settlement with a Monetary Fund “capped” at \$675 million—no matter how well supported by the parties’ actuarial analyses—entailed some degree of uncertainty of payment over the 65-year term. That risk should not be imposed on the Settlement Class Members. Under the revised proposed Settlement, the Monetary Award levels remain the same, but the NFL Parties have agreed to “uncap” their obligation to pay Monetary Awards to every claimant who demonstrates a bona fide compensable condition. The parties have satisfied my concern on this fundamental issue.

b) **The Proposed Settlement Appears to Be the Product of Good Faith, Extensive Arm’s Length Negotiations**

Whether a settlement arises from arm’s length negotiations is a key factor in deciding whether to grant preliminary approval. *See In re CIGNA Corp. Sec. Litig.*, No. 02-8088, 2007 WL 2071898, at *2 (E.D. Pa. July 13, 2007) (noting that a presumption of fairness exists where parties negotiate at arm’s length, assisted by a mediator); *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 439, 444 (E.D. Pa. 2008) (stressing the importance of arm’s length negotiations and highlighting the fact that the negotiations included “two full days of mediation”); *In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 WL 1068807, at *2 (E.D. Pa. May 11, 2004) (preliminarily approving class action settlement that “was reached after extensive arms-length negotiation between very experienced and competent counsel”); *see also* 4 Alba Conte & Herbert Newberg, *Newberg on Class Actions*, § 11:41 (4th ed. 2010) (noting that courts usually

adopt “an initial presumption of fairness when a proposed class settlement, which was negotiated at arm’s length by counsel for the class, is presented for court approval”).

Here, the parties participated in settlement discussions under the auspices of Judge Phillips. *See generally* Pl.’s Mot. Ex. D, Declaration of Layn R. Phillips (“Phillips Decl.”), June 25, 2014, ECF No. 6073. Judge Phillips guided the parties through nearly two months of negotiations. The parties attended numerous mediation sessions and aggressively asserted their respective positions. The discussions were at times contentious. *See* Phillips Decl. ¶¶ 5-6. In the end, the parties arrived at an agreement that remains the foundation for the revised Settlement. Since the denial without prejudice of the prior motion for preliminary approval, the parties, with guidance from Special Master Golkin, conducted further hard-fought negotiations to satisfy my concerns. Therefore, it appears that the proposed Settlement is the product of good faith, arm’s length negotiations.

c) The Investigation of Plaintiffs’ Claims and the NFL Parties’ Defenses Supports Preliminary Approval

Although the parties have not reached the discovery stage of litigation,⁶ proposed Co-Lead Class Counsel, Class Counsel and Subclass Counsel possess adequate information concerning the strengths and weaknesses of Plaintiffs’ claims against the NFL Parties. First, the proposed Settlement was reached after the parties briefed and argued the threshold issue of whether Plaintiffs’ claims were preempted by federal labor law. Many, if not all, of Plaintiffs’ claims could have been dismissed at this early stage of the litigation if the NFL Parties prevailed on the preemption issue. The NFL Parties could also invoke a statute of limitations defense,

⁶ Courts have preliminarily approved class action settlements where the litigation is in its early stages and minimal discovery has occurred. *See, e.g., In re Processed Egg Prods. Antitrust Litig.*, 284 F.R.D. 249, 267 (E.D. Pa. 2012); *Gates v. Rohm & Haas Co.*, 248 F.R.D. 434, 444 (E.D. Pa. 2008); *see also Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1239 (9th Cir. 1998) (In regards to class action settlements, “formal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement.”).

given that many of the Retired NFL Football Players have not played for years, or even decades, and may have had their injuries or symptoms for the same amount of time. In addition, the doctrine of assumption of risk could pose a challenge to Plaintiffs' claims in light of the risk of injury that is inherent in football. The NFL could also contest whether there existed a consensus in the scientific and medical communities at the time each player played sufficient to prove that the NFL Parties knew or should have known—and concealed—the cognitive risks of football-related concussions and sub-concussive hits. Plaintiffs also would face hurdles in proving their case-in-chief. If the litigation were to continue, Plaintiffs would be required to demonstrate that retired players' injuries were caused by NFL football play, as opposed to unrelated causes, the natural aging process, or concussions or sub-concussive hits experienced in youth or college football. Therefore, the significant legal challenges facing Plaintiffs support preliminary approval of the proposed Settlement.

d) There Appears to Be No Preferential Treatment of Certain Settlement Class Members

The proposed Settlement does not appear to provide undue preferential treatment to any individual Settlement Class Member or Subclass. Each of the two Subclasses had its own representation during settlement negotiations to ensure that all Settlement Class Members' interests were protected. The Settlement further protects the interests of those who may develop severe neurocognitive impairments in the future by "uncapping" the Monetary Award Fund; indexing the Monetary Awards for inflation; and providing eligible Settlement Class Members with Supplemental Monetary Awards if they are diagnosed with additional Qualifying Diagnoses. With the "uncapped" Monetary Award Fund, the awards paid to retired players today will have no bearing on the amount available in the future to retired players. At the same time, the Settlement provides for significant Monetary Awards to be quickly and efficiently

distributed to players currently suffering from diagnosed cognitive impairments. Therefore, I preliminarily find that the Settlement does not provide preferential treatment to any segment of the Settlement Class.

In sum, the Settlement falls within the range of possible approval.

B. Conditional Certification of the Settlement Class and Subclasses

1. Standard of Review

A court must determine whether the proposed Settlement Class and Subclasses satisfy the requirements of Federal Rule of Civil Procedure 23. *See Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 296 (3d Cir. 2011) (en banc). At the preliminary approval stage, a court may conditionally certify the class for purposes of providing notice, leaving the final certification decision for the subsequent fairness hearing. *See Manual for Complex Litigation (Fourth)* § 21.632 (2004).

Under Rule 23(a), Plaintiffs must demonstrate that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class. Rule 23(b)(3), under which Plaintiffs seek class certification, requires that “questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). However, when a court is “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” *Amchem v. Windsor*, 521 U.S. 591, 620 (1997).

2. Analysis

a) Rule 23(a)

(i) Numerosity

Rule 23(a)(1) requires that the class be “so numerous that joinder of all members is impracticable.” In these MDL proceedings, thousands of Retired NFL Football Players have filed suit against the NFL Parties, and the records of the NFL Parties suggest that there are over 20,000 Settlement Class Members. Pl.’s Mem. 33, June 25, 2014, ECF No. 6073. Therefore, the numerosity requirement of Rule 23(a) is easily met. *See, e.g., Stewart v. Abraham*, 275 F.3d 220, 227-28 (3d Cir. 2001).

(ii) Commonality

Rule 23(a)(2) requires a showing of the existence of “questions of law or fact common to the class.” The commonality element requires that plaintiffs “share at least one question of fact or law with the grievances of the prospective class.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 527-28 (3d Cir. 2004) (citations omitted). To satisfy Rule 23’s commonality requirement, class claims “must depend upon a common contention . . . of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011).

Questions and answers surrounding the dangers of playing NFL Football, the impairment of cognitive abilities caused by concussions, and the knowledge of the NFL Parties as to the risks presented by football-related head impacts are common to the negligence and fraud claims asserted by both the named Plaintiffs and the other members of the Settlement Class. Plaintiffs allege that the NFL Parties used the formation of the Mild Traumatic Brain Injury Committee to fraudulently conceal and to affirmatively misrepresent the long-term effects of these injuries.

The answer to the question whether the NFL Parties engaged in such fraudulent concealment and/or affirmative misrepresentation is relevant to the claims of all Settlement Class Members. Thus, the commonality requirement is tentatively satisfied by this common question and answer.

(iii) Typicality

Rule 23(a)(3) requires that the class representatives' claims be "typical of the claims . . . of the class." "The typicality inquiry is intended to assess . . . whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees' interests will be fairly represented." *Baby Neal v. Casey*, 43 F.3d 48, 57-58 (3d Cir. 1994); *see also In re Warfarin*, 391 F.3d at 532 (finding typicality prong met where "claims of representative plaintiffs arise from the same alleged wrongful conduct").

Shawn Wooden is a Retired NFL Football Player who has not been diagnosed with a Qualifying Diagnosis and is a representative of Subclass 1. Like many other proposed Settlement Class Members, he has sued the NFL Parties seeking a baseline assessment screening to determine whether he has any neurocognitive impairment resulting from his years of playing NFL football. In the event he is diagnosed with a Qualifying Diagnosis in the future, he has indicated that he will seek a Monetary Award. Kevin Turner is a Retired NFL Football Player who has been diagnosed with ALS and is a representative of Subclass 2. Similar to other proposed Settlement Class Members who have already received a diagnosis of cognitive impairment, he seeks compensation from the NFL Parties for his injuries. In all cases, the claims of the Subclass Representatives and other Settlement Class Members are based on the same legal theories of negligence and fraud and arise from the same alleged wrongful conduct by the NFL Parties. Thus, Wooden's and Turner's claims appear typical of those of other Settlement Class Members in their respective Subclasses and the Settlement Class as a whole, and the typicality requirement is satisfied for the purposes of preliminary approval.

(iv) Adequacy of Representation

Rule 23(a)(4) requires representative parties to “fairly and adequately protect the interests of the class.” This requirement “serves to uncover conflicts of interest between the named parties and the class they seek to represent.” *Amchem*, 521 U.S. at 625. A class action settlement must provide “structural assurance of fair and adequate representation for the diverse groups and individuals affected.” *Id.* at 627.

First, each Subclass Representative’s interests reflect the interests of the Subclass as a whole. As with all other retired players who have already received a Qualifying Diagnosis, Kevin Turner is interested in immediately obtaining the greatest possible compensation for his injuries and symptoms. Shawn Wooden, like all other retired players who were exposed to the risk of head injury but have not yet received a Qualifying Diagnosis, is interested not only in compensation for a future diagnosis, but also a guarantee that compensation will be available at that time. Thus, the interests of all Settlement Class Members—both those who have already received a Qualifying Diagnoses and those who remain at risk for receiving one—are protected by the Subclass Representatives.

Second, by dividing the Settlement Class into two Subclasses and providing each Subclass with its own counsel, the Settlement is structured to alleviate any possible conflict between the interests of those Settlement Class Members who have already been diagnosed with a Qualifying Diagnosis (Subclass 2) and those who have not (Subclass 1). *See Ortiz v. Fibreboard*, 527 U.S. 815, 856 (1999) (holding that an intra-class conflict “require[d] division into homogeneous subclasses . . . with separate representation to eliminate conflicting interests”). The “uncapped” Monetary Award Fund, inflation-adjusted Monetary Awards, and Supplemental Monetary Awards for retired players subsequently diagnosed with more severe Qualifying Diagnoses all protect the interests of Subclass 1. *See In re Diet Drugs Prods. Liab. Litig.*, No.

1203, 99-20593, 2000 WL 1222042, *49 (E.D. Pa. Aug. 28, 2000) (holding that “step-up” provision and inflation indexing provided adequate structural protections). This factor weighs in favor of conditionally certifying the Settlement Class and Subclasses.

b) Rule 23(b)(3)

Under Federal Rule of Civil Procedure 23(b)(3), a class action may be maintained if common questions of law or fact predominate questions arguably affecting only individuals. The predominance inquiry “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation,” *Amchem*, 521 U.S. at 624, and assesses whether a class action “would achieve economies of time, effort, and expense, and promote uniformity of decision as to persons similarly situated.” Fed. R. Civ. P. 23(b)(3) Advisory Committee’s Note to 1966 Amendment.

Plaintiffs’ claims for medical monitoring and compensatory relief rely upon a common legal theory related to the singular body of facts concerning the NFL Parties’ knowledge and alleged concealment and misrepresentation of the dangers of concussions in football. *See Amgen Inc. v. Connecticut Retirement Plans & Trust Funds*, 133 S.Ct. 1184, 1191 (2013) (“Because materiality is judged according to an objective standard, the materiality of Amgen’s alleged misrepresentations and omissions is a question common to all members of the class . . .”). The issues surrounding the NFL Parties’ alleged liability for the injuries suffered by Settlement Class Members appear to predominate over any individual issues involving Plaintiffs.

Rule 23(b)(3)’s “superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.” *In re Warfarin*, 391 F.3d at 533-34 (citation and internal quotation marks omitted). Given the hundreds of suits already commenced against the Released Parties in federal and state courts, a class action Settlement and resolution of all claims against the NFL Parties in

this forum seems to be a superior alternative to other methods of adjudication. If the cases filed by Plaintiffs against the NFL Parties were litigated individually, the parties could face decades of litigation and significant expense in many different state and federal courts, potentially resulting in conflicting rulings. Compensation resulting from litigation is highly uncertain and may not be received before lengthy and costly trial and appellate proceedings are complete. Many members of the proposed Settlement Class suffer from severe neurodegenerative conditions that may worsen over time. The proposed class action Settlement should more quickly make resources and compensation available for these retired players. A class action settlement that offers prompt relief is superior to the likely alternative—years of expensive, difficult, and uncertain litigation, with no assurance of recovery, while retired players’ physical and mental conditions continue to deteriorate.

The Settlement Class and Subclasses preliminarily satisfy the requirements of Rule 23, and conditional certification is appropriate.

C. Approval of the Notice Plan and Proposed Notice Forms

1. Standard of Review

Under Rule 23(e)(1) of the Federal Rules of Civil Procedure, a district court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). In addition, for classes certified under Rule 23(b)(3), courts must ensure that class members receive “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B); *see Amchem*, 521 U.S. at 617.

Due process requires that notice be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to

present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Rule 23(c)(2)(B) provides that the “notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” Fed. R. Civ. P. 23(c)(2)(B).

2. Analysis

The dissemination of notice under the proposed Settlement Class Notice Plan (“Notice Plan”) satisfies the requirements of Rule 23 and due process. *See Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d 86, 90 (3d Cir. 1985) (“It is well settled that in the usual situation first-class mail and publication in the press fully satisfy the notice requirements of both Fed. R. Civ. P. 23 and the due process clause.”). The Notice Plan includes direct individual notice to identifiable Retired NFL Football Players and their heirs and paid publication notice in various media sources including targeted notice to third parties, such as nursing homes. *See* Pl.’s Mot. Ex. C, Declaration of Katherine Kinsella (“Kinsella Decl.”), June 25, 2014, ECF No. 6073. Many Retired NFL Football Players will be reachable through direct individual notice due to the existence of multiple lists—including pension program lists and lists compiled in prior litigation—identifying former NFL players. Co-Lead Class Counsel also plan to use full-page color ads in selected consumer magazines; thirty-second television spots on the NFL Network, other cable networks, and broadcast outlets; Internet ads using non-static pre-roll, flash, and rich media; and radio spots to disseminate notice. Plaintiffs’ notice experts estimate that the Notice Plan will reach approximately 90% of the Settlement Class Members, well above levels deemed

adequate in other class actions. *See* Kinsella Decl. ¶36; *see also In re Heartland Payment Systems, Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1061 (S.D. Tex. 2012) (notice plan that expert estimated would reach 81.4% of class was sufficient); *Alberton v. Commonwealth Land Title Ins. Co.*, No. 06-3755, 2008 WL 1849774, at *3 (E.D. Pa. Apr. 25, 2008) (direct notice projected to reach 70% of class plus publication in newspapers and Internet was sufficient); *Grunewald v. Kasperbauer*, 235 F.R.D. 599, 609 (E.D. Pa. 2006) (direct mail to 55% of class and publication in three newspapers and Internet was sufficient).

The form and content of the proposed Long-Form Notice and Summary Notice also satisfy the requirements of Rule 23 and the Due Process clause. *See* Pl.'s Mem. Ex. C, Ex. 3 & 5, June 25, 2014, ECF No. 6073. Each form of notice is written in plain and straightforward language consistent with Rules 23(c)(2)(B) and 23(e)(1). The Long-Form Notice objectively apprises all Settlement Class Members of the nature of the action; the definition of the Settlement Class; the Settlement Class claims and issues; that Settlement Class Members may enter an appearance through an attorney at the Fairness Hearing (in accordance with the procedures set forth in the Notice); that Settlement Class Members may elect to opt out of the Settlement (and sets forth the procedures and deadlines for doing so); and the binding effect of a class judgment on Settlement Class Members under Rule 23(c)(3)(B). The Long-Form Notice also discloses the date, time, and location of the Fairness Hearing. Finally, the proposed Notice Plan provides that the Class Members will have approximately 90 days to opt out. It is well-settled that between 30 and 60 days is sufficient to allow class members to make their decisions to accept the settlement, object, or exclude themselves. *See In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 962 F. Supp. 450, 562 (D.N.J. 1997) (citing cases).

I will approve the proposed Settlement Class Notice Plan and proposed notices because they meet the requirements of Rule 23 and due process.

D. Stay and Injunction

Plaintiffs request that I stay this action and all actions consolidated before me in this MDL. Plaintiffs also request that I enjoin all proposed Settlement Class Members from commencing, prosecuting, or participating in any way in any other lawsuit or legal action based on the facts and circumstances at issue in this case in any jurisdiction unless and until they have opted out of the Settlement Class, approval of the Class Action Settlement is denied, or the Settlement Agreement is otherwise terminated.⁷

The All Writs Act authorizes courts to “issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.” 28 U.S.C. § 1651(a). However, the Anti-Injunction Act limits a court’s authority to issue “an injunction to stay proceedings in a State court except as expressly authorized by Act of Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments.” 28 U.S.C. § 2283. “The parallel ‘necessary in aid of jurisdiction’ language is construed similarly in both the All-Writs Act and the Anti-Injunction Act.” *Carlough v. Amchem Prods., Inc.*, 10 F.3d 189, 201 n.9 (1993). “The two statutes act in concert to permit issuance of an injunction.” *Id.*

“Under an appropriate set of facts, a federal court entertaining complex litigation, especially when it involves a substantial class of persons from multiple states, or represents a consolidation of cases from multiple districts, may appropriately enjoin state court proceedings in order to protect its jurisdiction.” *In re Diet Drugs*, 282 F.3d 220, 235 (3d Cir. 2002). Thus, the “necessary in aid of its jurisdiction” exception to the Anti-Injunction Act applies to

⁷ No such stay or injunction applies to the Riddell Defendants.

“consolidated multidistrict litigation, where a parallel state court action threatens to frustrate proceedings and disrupt the orderly resolution of the federal litigation.” *In re Prudential Ins. Co. of Am. Sales Practice Litig.*, 261 F.3d 355, 365 (3d Cir. 2001) (internal quotation marks omitted). “The threat to the federal court’s jurisdiction posed by parallel state actions is particularly significant where there are conditional class certifications and impending settlements in federal actions.” *In re Diet Drugs*, 282 F.3d at 236. “In complex cases where certification or settlement has received conditional approval . . . the challenges facing the overseeing court are such that it is likely that almost any parallel litigation in other fora presents a genuine threat to the jurisdiction of the federal court.” *Id.*

This is a complex, multidistrict litigation involving more than 300 consolidated actions with over 5,000 plaintiffs and a proposed class with over 20,000 members. Without the requested stay and injunction, the NFL Parties and other Released Parties remain exposed to “countless suits in state court despite settlement of the federal claims” that “would seriously undermine the possibility for settling [this] large, multi-district class action.” *In re Prudential*, 261 F.3d at 367. Therefore, I will issue the requested stay and injunction.

IV. CONCLUSION

For the foregoing reasons, I will grant Plaintiffs’ motion. An appropriate order with deadlines follows.

s/Anita B. Brody

ANITA B. BRODY, J.

Copies **VIA ECF** on _____ to:

Copies **MAILED** on _____ to:

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL	:	No. 2:12-md-02323-AB
LEAGUE PLAYERS' CONCUSSION	:	
INJURY LITIGATION	:	MDL No. 2323
	:	
Kevin Turner and Shawn Wooden,	:	Hon. Anita B. Brody
<i>on behalf of themselves and</i>	:	
<i>others similarly situated,</i>	:	
Plaintiffs,	:	Civ. Action No. 14-00029-AB
	:	
v.	:	
	:	
National Football League and	:	
NFL Properties, LLC,	:	
successor-in-interest to	:	
NFL Properties, Inc.,	:	
Defendants.	:	
	:	
THIS DOCUMENT RELATES TO:	:	
ALL ACTIONS	:	
	:	

ORDER¹

On June 25, 2014, Plaintiffs Kevin Turner and Shawn Wooden, through their proposed Co-Lead Class Counsel, Class Counsel, and Subclass Counsel, filed a motion for an order: (1) granting preliminary approval of the proposed Class Action Settlement Agreement; (2) conditionally certifying a Settlement Class and Subclasses; (3) appointing Co-Lead Class Counsel, Class Counsel, and Subclass Counsel; (4) approving the dissemination of class notice;

¹ Capitalized terms used in this Order have the same meaning as those defined in the June 25, 2014 Class Action Settlement Agreement. See Pl.'s Mot. Ex. B, June 25, 2014, ECF No. 6037.

(5) scheduling a Fairness Hearing; and (6) staying matters as to the Released Parties and enjoining proposed Settlement Class Members from pursuing Related Lawsuits [ECF No. 6073].

AND NOW, this 7th day of July, 2014, it is **ORDERED** as follows:

1. The proposed Class Action Settlement Agreement is preliminarily approved.
2. The Settlement Class and Subclasses are conditionally certified for settlement purposes only.
 - a. The Settlement Class consists of:
 - i. All living NFL Football Players who, prior to the date of the Preliminary Approval and Class Certification Order,² retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club (“Retired NFL Football Players”);

² “Preliminary Approval and Class Certification Order” is defined in the June 25, 2014 Class Action Settlement Agreement as the Court’s order preliminarily approving the Class Action Settlement and conditionally certifying the Settlement Class and Subclasses. *See* Pl.’s Mot. Ex. B, June 25, 2014, ECF No. 6037. For the avoidance of any ambiguity, this Order is the “Preliminary Approval and Class Certification Order.”

- ii. Authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players (“Representative Claimants”); and
 - iii. Spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player (“Derivative Claimants”).
- b. The Settlement Subclasses consist of:
- i. Subclass 1: Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis³ prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants; and
 - ii. Subclass 2: Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants,

³ “Qualifying Diagnosis” is defined in Exhibit 1 of the June 25, 2014 Class Action Settlement Agreement as Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer’s Disease, Parkinson’s Disease, ALS, and/or Death with CTE. *See* Pl.’s Mot. Ex. B, June 25, 2014, ECF No. 6037.

and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE.

- c. The Subclass Representatives for each of the Settlement Subclasses are preliminarily appointed as follows:
 - i. Shawn Wooden is appointed as Subclass Representative for Subclass 1.
 - ii. Kevin Turner is appointed as Subclass Representative for Subclass 2.
3. Co-Lead Class Counsel, Class Counsel, Subclass Counsel, and the following administrators are appointed as follows:
 - a. Christopher A. Seeger, Sol Weiss, Arnold Levin, Dianne M. Nast, Steven C. Marks, and Gene Locks are appointed as Class Counsel.
 - b. Christopher A. Seeger and Sol Weiss are appointed as Co-Lead Class Counsel.
 - c. Arnold Levin is appointed as Subclass Counsel for Subclass 1, and Dianne M. Nast is appointed as Subclass Counsel for Subclass 2.
 - d. Plaintiffs' Executive Committee and Plaintiffs' Steering Committee are appointed as Of Counsel.

- e. The Garretson Resolution Group, Inc. is preliminarily appointed to serve as the Baseline Assessment Program (“BAP”) Administrator and Lien Resolution Administrator.
 - f. BrownGreer PLC is preliminarily appointed to serve as the Claims Administrator.
 - g. Citibank, N.A. is preliminarily appointed as the Trustee.
 - h. Kinsella Media, LLC is appointed to serve as the Settlement Class Notice Agent.
4. The dissemination of class notice is approved as follows:
- a. The protocol for dissemination of notice to Settlement Class and Subclass Members, as set forth in the Settlement Class Notice Plan, is approved.
 - b. The templates⁴ of the Long-Form Notice and the Summary Notice, attached to this Order as Exhibits 1 and 2, respectively, are approved. The parties must submit to the Court completed versions of the Long-Form Notice and the Summary Notice before they are posted on the Settlement Website.
 - c. On or before **July 11, 2014**, the NFL Parties must transfer the Class Notice Payment to Co-Lead Class Counsel.
 - d. On or before **July 14, 2014**, the Long-Form Notice must be posted on the Settlement Website.
 - e. On or before **July 24, 2014**, Co-Lead Class Counsel must cause the Long-Form Notice to be sent via first-class mail, postage prepaid to: (i) all

⁴ The Long-Form Notice and the Summary Notice are only templates because additional details must be inserted before dissemination.

known Retired NFL Football Players, their Representative Claimants and Derivative Claimants and (ii) counsel for Retired NFL Football Players, their Representative Claimants and Derivative Claimants, if known.

Where an attorney represents more than one Settlement Class Member, it is sufficient to provide that attorney with a single copy of the notice.

Notice to a Settlement Class Member's counsel of record constitutes notice to the Settlement Class Member, even if the Settlement Class Member does not receive independent notice.


- f. On or before **September 15, 2014**, Co-Lead Class Counsel must cause publication notice to be initiated in various media as follows:
 - i. Full-page ads featuring the Summary Notice in *Time*, *Ebony*, *People*, *Sports Illustrated*, and senior living trade publications;
 - ii. Thirty-second television commercials on a combination of broadcast and cable networks, including the NFL Network;
 - iii. Thirty-second radio commercials on American Urban Radio Networks;
 - iv. Internet banner ads on targeted websites (NFL.com, CNN.com, Facebook.com, and Weather.com) and Internet advertising networks; and
 - v. Keyword search ads on the Google and Bing search engines.
- g. The Opt Out procedure set forth in Section 14.2 of the Settlement Agreement is approved. Written requests to Opt Out must be postmarked

- on or before **October 14, 2014**. The attached Long-Form Notice explains the Opt Out procedure.
- h. The objection procedure set forth in Section 14.3 of the Settlement Agreement is approved. Written objections must be postmarked on or before **October 14, 2014**. The attached Long-Form Notice explains the objection procedure.
 - i. On or before **November 3, 2014**, any Settlement Class Member (or any attorney representing a Settlement Class Member) seeking to speak at the Fairness Hearing must send to the Court written notice of his or her intention to speak at the Fairness Hearing.
 - j. On or before **November 3, 2014**, BrownGreer PLC must prepare and file with the Court, and serve on Class Counsel and Counsel for the NFL Parties, a list of all persons who have timely Opted Out of the Settlement Class.
 - k. On or before **November 12, 2014**, Class Counsel and Counsel for the NFL Parties must file any response to the objections or any papers in support of final approval of the Settlement.
5. The request to schedule a Fairness Hearing is granted. A Fairness Hearing will take place on **Wednesday, November 19, 2014 at 10:00 a.m.**, at the United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106 in Courtroom 7B in order to consider comments on and objections to the proposed Settlement Agreement and to consider whether: (a) to approve the Settlement Agreement as fair, reasonable and adequate, pursuant to Rule 23 of the Federal

Rules of Civil Procedure, (b) to certify the Settlement Class and Subclasses, and (c) to enter the Final Order and Judgment, as provided in Article XX of the Settlement Agreement. The Fairness Hearing is subject to postponement or adjournment by the Court without further notice.

6. This action and all actions consolidated before the Court in this Multidistrict Litigation are stayed. All proposed Settlement Class Members are enjoined from filing, commencing, prosecuting, intervening in, participating in, continuing to prosecute and/or maintaining, as plaintiffs, claimants, or class members, any other lawsuit, including, without limitation, a Related Lawsuit, or administrative, regulatory, arbitration, or other proceeding in any jurisdiction (whether state, federal or otherwise), against Released Parties based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances at issue, in the Class Action Complaint, Related Lawsuits and/or the Released Claims. However, claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits are not stayed or enjoined. The stay and injunction will remain in effect unless and until a proposed Settlement Class Member's Opt Out becomes effective on the date this Court grants Final Approval, approval of the Settlement Agreement is denied, or the Settlement Agreement is otherwise terminated. No such stay or injunction applies to the Riddell Defendants.
7. If the Settlement Agreement is terminated or is not consummated for any reason, the preliminary certification of the Settlement Class and Subclasses is void, and

Plaintiffs and NFL Parties are deemed to have reserved all of their rights to propose or oppose any and all class certification issues.⁵


ANITA B. BRODY, J.

Copies **VIA ECF** on _____ to:

Copies **MAILED** on _____ to:

⁵ It is further **ORDERED** that the NFL Parties have the right to communicate orally and in writing with, and to respond to inquiries from, Settlement Class Members on matters unrelated to the Class Action Settlement in connection with the NFL Parties' normal business.

TEMPLATE

NFL Concussion Settlement

All Valid Claims of Retired NFL Football Players to be Paid in Full for 65 Years

Monetary Awards, Baseline Medical Exams and Other Benefits Provided

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The National Football League (“NFL”) and NFL Properties, LLC (collectively, “NFL Parties”) have agreed to a Settlement of a class action lawsuit seeking medical monitoring and compensation for brain injuries allegedly caused by head impacts experienced in NFL football. The NFL Parties deny that they did anything wrong.
- The Settlement Class includes all retired players of the NFL, American Football League (“AFL”), World League of American Football, NFL Europe League and NFL Europa League, as well as authorized representatives of deceased, legally incapacitated or incompetent retired players and family members of retired players who meet certain criteria.
- The Settlement will provide eligible retired players with:
 - Baseline neuropsychological and neurological exams to determine if retired players are: a) currently suffering from any neurocognitive impairment, including impairment serious enough for compensation, and b) eligible for additional testing and/or treatment (\$75 million);
 - Monetary awards for diagnoses of ALS (Lou Gehrig’s disease), Parkinson’s Disease, Alzheimer’s Disease, early and moderate Dementia and certain cases of chronic traumatic encephalopathy (CTE) (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. There is no cap on the amount of funds available to pay these Monetary Awards and all valid claims will be paid in full for 65 years; and
 - Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million).
- Authorized representatives of deceased, legally incapacitated or incompetent retired players and family members of retired players who meet certain criteria may also file claims for monetary awards (*see* Question 6).
- To get money, proof that injuries were caused by playing NFL football is not required.
- **Settlement Class Members will need to register to get benefits. Settlement Class Members may sign up at the website or call 1-800-000-0000 for additional information about the Settlement and updates on the registration process.**

(Continued on next page)

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE SETTLEMENT CLASS	To be included in the Settlement Class, no action is needed. Once the Court approves the Settlement, you will be bound by the terms and releases contained in the Settlement. To receive benefits, however, you will need to register at a later date (<i>see</i> Question 26).
EXCLUDE YOURSELF (OPT OUT)	If you exclude yourself (opt out), you will get no benefits from the Settlement. This is the only option that allows you to participate in any other lawsuit against the NFL Parties about the claims in this case (<i>see</i> Question 30).
OBJECT	Write to the Court if you do not like the Settlement (<i>see</i> Question 35).

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement.

This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the U.S. District Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling **1-800-000-0000**.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

What This Notice Contains

CHAPTER 1: INTRODUCTION

BASIC INFORMATION.....Page 5

1. Why is this Notice being provided?
2. What is the litigation about?
3. What is a class action?
4. Why is there a Settlement?
5. What are the benefits of the Settlement?

THE SETTLEMENT.....Page 7

6. Who is included in the Settlement Class?
7. What players are not included in the Settlement Class?
8. What if I am not sure whether I am included in the Settlement Class?
9. What are the different levels of neurocognitive impairment?
10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM.....Page 9

11. What is the Baseline Assessment Program (“BAP”)?
12. Why should a retired player get a BAP baseline examination?
13. How does a retired player schedule a baseline assessment examination and where will it be done?

MONETARY AWARDS..... Page 10

14. What diagnoses qualify for monetary awards?
15. Do I need to prove that playing football caused the Qualifying Diagnosis?
16. How much money will I receive?
17. How does the age of the retired player at the time of first diagnosis affect a monetary award?
18. How does the number of seasons a retired player played affect a monetary award?
19. How do prior strokes or brain injuries of a retired player affect a monetary award?
20. How is a retired player’s monetary award affected if he does not participate in the BAP program?
21. Can I receive a monetary award even though the retired player is dead?
22. Will this Settlement affect a retired player’s participation in NFL or NFLPA related benefits programs?
23. Will this Settlement prevent retired players from bringing workers’ compensation claims?

EDUCATION FUND.....Page 14

24. What types of education programs are supported by the Settlement?

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT.....Page 15

25. What am I giving up to stay in the Settlement Class?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

HOW TO GET BENEFITS.....Page 15

26. How do I get Settlement benefits?
27. Is there a time limit to file claims for monetary awards?
28. Can I re-apply for compensation if my claim is denied?
29. Can I appeal the determination of my monetary award claim?

EXCLUDING YOURSELF (OPTING OUT) FROM THE SETTLEMENT.....Page 16

30. How do I get out of the Settlement?
31. If I do not exclude myself (opt out), can I sue the NFL Parties for the same thing later?
32. If I exclude myself (opt out), can I still get benefits from this Settlement?

THE LAWYERS REPRESENTING YOU.....Page 17

33. Do I have a lawyer in the case?
34. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....Page 18

35. How do I tell the Court if I do not like the Settlement?
36. What is the difference between objecting to the Settlement and excluding myself (opting out)?

THE COURT'S FAIRNESS HEARING.....Page 19

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?
38. Do I have to attend the hearing?
39. May I speak at the hearing?

GETTING MORE INFORMATION.....Page 19

40. How do I get more information?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE**CHAPTER 1: INTRODUCTION****BASIC INFORMATION****1. Why is this Notice being provided?**

The Court in charge of this case authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice summarizes the Settlement and explains your legal rights and options.

This case is being heard in the U.S. District Court for the Eastern District of Pennsylvania. The case is known as *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323. The people who sued are called the "Plaintiffs." The National Football League and NFL Properties, LLC are called the "NFL Defendants."

The Settlement may affect your rights if you are: (a) a retired player of the NFL, AFL, World League of American Football, NFL Europe League or NFL Europa League, (b) an authorized representative of a deceased, legally incapacitated or incompetent retired player of those leagues, or (c) an individual with a close legal relationship with a retired player of those leagues, such as a spouse, parent or child.

2. What is the litigation about?

The Plaintiffs claim that retired players experienced head trauma during their NFL football playing careers that resulted in brain injuries, which have caused or may cause them long-term neurological problems. The Plaintiffs accuse the NFL Parties of being aware of the evidence and the risks associated with repetitive traumatic brain injuries but failing to warn and protect the players against the long-term risks, and ignoring and concealing this information from the players. The NFL Parties deny the claims in the litigation.

3. What is a class action?

In a class action, one or more people, the named plaintiffs (who are also called proposed "class representatives") sue on behalf of themselves and other people with similar claims. All of these people together are the proposed "class" or "class members." When a class action is settled, one court resolves the issues for all class members (in the settlement context, "settlement class members"), except for those who exclude themselves (opt out) from the settlement. In this case, the proposed class representatives are Kevin Turner and Shawn Wooden. Excluding yourself (opting out) means that you will not receive any benefits from the Settlement. The process for excluding yourself (opting out) is described in Question 30.

4. Why is there a Settlement?

After extensive settlement negotiations mediated by retired United States District Court Judge Layn Phillips, and further settlement negotiations under the supervision of the Court-appointed Special Master, Perry Golkin, the Plaintiffs and the NFL Parties agreed to the Settlement.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude litigation without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the litigation between the Settlement Class Members and the NFL Parties is over. Only Settlement Class Members are eligible for the benefits summarized in this Notice. The NFL Parties will no longer be legally responsible to defend against the claims by Settlement Class Members made in this litigation.

The Court has not and will not decide in favor of the retired players or the NFL Parties. By reviewing this Settlement, the Court is not making and will not make any findings that any law was broken or that the NFL Parties did anything wrong.

The proposed Class Representatives and their lawyers (“Co-Lead Class Counsel,” “Class Counsel,” and “Subclass Counsel,” *see* Question 33) believe that the proposed Settlement is best for everyone who is affected. The factors that Co-Lead Class Counsel, Class Counsel and Subclass Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals and the uncertainty of particular legal issues that are yet to be determined by the Court. Co-Lead Class Counsel, Class Counsel and Subclass Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the U.S. District Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling **1-800-000-0000**.

5. What are the benefits of the Settlement?

Under the Settlement, the NFL Parties will pay to fund:

- Baseline neuropsychological and neurological examinations for eligible retired players, and additional medical testing, counseling and/or treatment if they are diagnosed with moderate cognitive impairment during the baseline examinations (up to \$75 million, “Baseline Assessment Program”) (*see* Questions 11-13);
- Monetary awards for diagnoses of Death with CTE prior to **July 7, 2014**, ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia) and Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) (*see* Questions 14-21); **All valid claims under the Settlement, without limitation, will be paid in full throughout the 65-year life of the Settlement (the “Monetary Award Fund”)**; and
- Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million) (*see* Question 24).

In addition, the NFL Parties will pay the cost of notifying the Settlement Class. Administrative costs and expenses will be paid out of the Monetary Award Fund. The Baseline Assessment Program costs and expenses will be paid out of the Baseline Assessment Program Fund.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

The details of the Settlement benefits are in the Settlement Agreement, which is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the U.S. District Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling **1-800-000-0000**.

Note: The Baseline Assessment Program and Monetary Award Fund will be administered independently of the NFL Parties and any benefit programs that have been created between the NFL and the NFL Players Association. The NFL Parties are not involved in determining the validity of claims under the Settlement.

THE SETTLEMENT

6. Who is included in the Settlement Class?

This Settlement Class includes three types of people:

Retired NFL Football Players: All living NFL Football players who, prior to **July 7, 2014**, (1) have retired, formally or informally, from playing professional football with the NFL or any Member Club, including AFL, World League of American Football, NFL Europe League and NFL Europa League players, or (2) were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and no longer are under contract to a Member Club and are not seeking active employment as a player with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

Representative Claimants: Authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased, legally incapacitated or incompetent Retired NFL Football Players.

Derivative Claimants: Spouses, parents, dependent children, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a living or deceased Retired NFL Football Player. (For example, a spouse asserting the right to sue due to the injury of a husband who is a Retired NFL Football Player.)

The Settlement recognizes two separate groups (“Subclasses”) of Settlement Class Members based on the Retired NFL Football Player’s injury status prior to **July 7, 2014**:

- **Subclass 1** includes: Retired NFL Football Players who were not diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) or Death with CTE prior to **July 7, 2014**, and their Representative Claimants and Derivative Claimants.
- **Subclass 2** includes:
 - Retired NFL Football Players who were diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia) or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to **July 7, 2014**, and their Representative Claimants and Derivative Claimants; and

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

- Representative Claimants of deceased Retired NFL Football Players who were diagnosed with ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia) or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to death or who died prior to **July 7, 2014** and received a diagnosis of Death with CTE.

7. What players are not included in the Settlement Class?

The Settlement Class does not include current NFL players. The Settlement Class also does not include people who tried out for but did not make it onto preseason, regular season or postseason rosters or practice, developmental or taxi squads of the NFL or any Member Clubs.

8. What if I am not sure whether I am included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may call **1-800-000-0000** with questions or visit www.NFLConcussionSettlement.com. You may also write with questions to NFL Concussion Settlement, **P.O. Box 0000, City, ST 00000**. You may also consult with your own attorney.

9. What are the different levels of neurocognitive impairment?

In addition to ALS, Parkinson's Disease and Alzheimer's Disease, various levels of neurocognitive impairment are covered by this Settlement. More details can be found in the Injury Definitions, which are available at www.NFLConcussionSettlement.com or by calling **1-800-000-0000**.

The level of Neurocognitive Impairment will be established in part with evidence of decline in performance in at least two areas subject to clinical evaluative testing, provided one of the areas is executive function, learning and memory, or complex attention, and related functional impairment as follows:

LEVEL OF NEUROCOGNITIVE IMPAIRMENT	TYPE OF IMPAIRMENT	DEGREE OF DECLINE
Level 1	Moderate cognitive impairment	Moderate cognitive decline
Level 1.5	Early Dementia	Moderate to severe cognitive decline
Level 2	Moderate Dementia	Severe cognitive decline

If neurocognitive impairment is temporary and only occurs with delirium, or as a result of substance abuse or medicinal side effects, it is not covered by the Settlement.

10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

No. A retired player can be a Settlement Class Member regardless of whether he is vested due to credited seasons or total and permanent disability under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

CHAPTER 2: SETTLEMENT BENEFITS

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE**THE BASELINE ASSESSMENT PROGRAM****11. What is the Baseline Assessment Program (“BAP”)?**

All living retired players who have earned at least one-half of an Eligible Season (*see* Question 18), who do not exclude themselves (opt out) from the Settlement (*see* Question 30), and who timely register to participate in the Settlement (*see* Question 26) may participate in the Baseline Assessment Program (“BAP”).

The BAP will provide baseline neuropsychological and neurological assessment examinations to determine whether retired players are currently suffering from cognitive impairment. Retired players will have from two to ten years, depending on their age as of the date the Settlement is finally approved and any appeals are fully resolved (“Final Settlement Approval”), to have a baseline examination conducted through a nationwide network of qualified and independent medical providers.

- Retired players 43 or older as of the date of Final Settlement Approval will need to have a baseline examination within two years of the start of the BAP.
- Retired players under the age of 43 as of the date the date of Final Settlement Approval will need to have a baseline examination within 10 years of the start of the BAP, or before they turn 45, whichever comes sooner.

Retired players who are diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment) are eligible to receive further medical testing and/or treatment (including counseling and pharmaceuticals) for that condition during the ten-year term of the BAP or within five years from diagnosis, whichever is later.

Retired players who participate in the BAP will be encouraged to provide their confidential medical records for use in research into cognitive impairment and safety and injury prevention with respect to football players.

Although all retired players are encouraged to take advantage of the BAP and receive a baseline examination, they do not need to participate in the BAP to receive a monetary award. Any award to a retired player may be reduced by 10% if the retired player does not participate in the BAP, as explained in more detail in Question 20.

12. Why should a retired player get a BAP baseline examination?

Getting a BAP baseline examination will be beneficial. It will determine whether the retired player has any cognitive impairment. If he is diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment), he will be eligible to receive further medical testing and/or treatment for that condition. In addition, regardless of any cognitive impairment today, the results of the BAP baseline examination can be used as a comparison to measure any subsequent deterioration of cognitive condition over the course of his life. Participants also will be examined by at least two experts during the BAP baseline examinations, a neuropsychologist and a neurologist, and the retired player and/or his family members will have the opportunity to ask questions relating to any cognitive impairment during those examinations.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

Participation in the BAP does not prevent the retired player from filing a claim for a monetary award. For the next 65 years, retired players will be eligible for compensation paid from the Monetary Award Fund if the player develops a Qualifying Diagnosis (*see* Question 14). Participation in the BAP also will help ensure that, to the extent the retired player receives a Qualifying Diagnosis in the future, he will receive the maximum monetary award to which he is entitled (*see* Question 20).

13. How does a retired player schedule a baseline assessment examination and where will it be done?

Retired players need to register for Settlement benefits before they can get a baseline assessment examination. Registration for benefits will not be available until after Final Settlement Approval. **A retired player may provide his name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that the retired player will receive additional notice about the registration process and deadlines when it becomes available.**

The BAP Administrator will send notice to those retired players determined during registration to be eligible for the BAP, explaining how to arrange for an initial baseline assessment examination. The BAP will use a nationwide network of qualified and independent medical providers who will provide both the initial baseline assessment as well as any further testing and/or treatment. The BAP Administrator, which will be appointed by the Court, will establish the network of medical providers.

MONETARY AWARDS

14. What diagnoses qualify for monetary awards?

Monetary awards are available for the diagnosis of ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) or Death with CTE (the "Qualifying Diagnoses"). A Qualifying Diagnosis may occur at any time until the end of the 65-year term of the Monetary Award Fund.

If a retired player receives a monetary award based on a Qualifying Diagnosis, and later is diagnosed with a different Qualifying Diagnosis that entitles him to a larger monetary award than his previous award, he will be eligible for an increase in compensation. This would also apply to Derivative Claimants.

Qualifying Diagnoses must be made by approved qualified specialists. Any time prior to Final Settlement Approval, only board-certified neurologists, board-certified neurosurgeons or board-certified neuro-specialist physicians or similarly qualified specialists can make Qualifying Diagnoses. Following Final Settlement Approval, only qualified specialists approved by the Claims Administrator will be able to make Qualifying Diagnoses with the exception of Qualifying Diagnoses made through the BAP.

15. Do I need to prove that playing football caused the Qualifying Diagnosis?

No. No proof is necessary that a retired player's Qualifying Diagnosis was caused by playing football or that he experienced head injuries in the NFL, AFL, World League of American Football, NFL Europe League or NFL Europa League in order to receive a monetary award. The fact that a retired player receives a Qualifying Diagnosis is sufficient to be eligible for a monetary award.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

You also do not need to exclude the possibility that the Qualifying Diagnosis was caused or contributed to by amateur football or other professional football league injuries or by various risk factors linked to the Qualifying Diagnosis.

16. How much money will I receive?

The amount of money you will receive depends on the retired player's:

- Specific Qualifying Diagnosis,
- Age at the time of diagnosis (*see* Question 17),
- Number of seasons played or practiced in the NFL or the AFL (*see* Question 18),
- Diagnosis of a prior stroke or traumatic brain injury (*see* Question 19), and
- Participation in a baseline assessment exam (*see* Question 20).

The amount of money you will receive also depends on:

- Any legally enforceable liens on the award,
- Any retainer agreement with an attorney, and
- Any further assessments ordered by the Court (*see* Question 34).

Certain costs and expenses related to resolving any liens for Settlement Class Members will be paid out of such Settlement Class Members' monetary awards or derivative claimant awards.

The table below lists the maximum amount of money available for each Qualifying Diagnosis before any adjustments are made.

QUALIFYING DIAGNOSIS	MAXIMUM AWARD AVAILABLE
Amyotrophic lateral sclerosis (ALS)	\$5 million
Death with CTE (diagnosed after death)	\$4 million
Parkinson's Disease	\$3.5 million
Alzheimer's Disease	\$3.5 million
Level 2 Neurocognitive Impairment (<i>i.e.</i> , moderate Dementia)	\$3 million
Level 1.5 Neurocognitive Impairment (<i>i.e.</i> , early Dementia)	\$1.5 million

Monetary awards may be increased up to 2.5% per year during the 65-year Monetary Award Fund term for inflation.

To receive the maximum amount outlined in the table, a retired player must have played for at least five Eligible Seasons (*see* Question 18) and have been diagnosed when younger than 45 years old.

Derivative Claimants are eligible to be compensated from the monetary award of the retired player with whom they have a close relationship in an amount of 1% of that award. If there are multiple Derivative Claimants for the same retired player, the 1% award will be divided among the Derivative Claimants according to the law where the retired player (or his Representative Claimant, if any) resides.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE**17. How does the age of the retired player at the time of first diagnosis affect a monetary award?**

Awards are reduced for retired players who were 45 or older when diagnosed. The younger a retired player is at the time of diagnosis, the greater the award he will receive. Setting aside the other downward adjustments to monetary awards, the table below provides:

- The average award within each age range for people diagnosed between the ages of 45-79; and
- The amount of the award for those under age 45 and over 79.

The actual amount will be determined based on each retired player's actual age at the time of diagnosis and on other potential adjustments.

AGE AT DIAGNOSIS	ALS	DEATH W/CTE	PARKINSON'S	ALZHEIMER'S	LEVEL 2	LEVEL 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45 - 49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50 - 54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55 - 59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60 - 64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65 - 69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70 - 74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75 - 79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

Note: The age of the retired player at diagnosis (not the age when applying for a monetary award) is used to determine the monetary amount awarded.

18. How does the number of seasons a retired player played affect a monetary award?

Awards are reduced for retired players who played less than five "Eligible Seasons." The Settlement uses the term "Eligible Season" to count the seasons in which a retired player played or practiced in the NFL or AFL. A retired player earns an Eligible Season for:

- Each season where he was on an NFL or AFL Member Club's "Active List" for either three or more regular season or postseason games, or
- Where he was on an Active List for one or more regular or postseason games and then spent two regular or postseason games on an injured reserve list or inactive list due to a concussion or head injury.

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TEMPLATE

- A retired player also earns one-half of an Eligible Season for each season where he was on an NFL or AFL Member Club's practice, developmental or taxi squad for at least eight games, but did not otherwise earn an Eligible Season.

The "Active List" means the list of all players physically present, eligible and under contract to play for an NFL or AFL Member Club on a particular game day within any applicable roster or squad limits in the applicable NFL or AFL Constitution and Bylaws.

Time spent playing or practicing in the World League of American Football, NFL Europe League and NFL Europa League does not count towards an Eligible Season.

The table below lists the reductions to a retired player's (or his Representative Claimant's) monetary award if the retired player has less than five Eligible Seasons. To determine the total number of Eligible Seasons credited to a retired player, add together all of the earned Eligible Seasons and half Eligible Seasons. For example, if a retired player earned two Eligible Seasons and three half Eligible Seasons, he will be credited with 3.5 Eligible Seasons.

NUMBER OF ELIGIBLE SEASONS	PERCENTAGE OF REDUCTION
4.5	10%
4	20%
3.5	30%
3	40%
2.5	50%
2	60%
1.5	70%
1	80%
.5	90%
0	97.5%

19. How do prior strokes or traumatic brain injuries of a retired player affect a monetary award?

It depends. A retired player's monetary award (or his Representative Claimant monetary award) will be reduced by 75% if he experienced: (1) a medically diagnosed stroke that occurred before or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis; or (2) a severe traumatic brain injury unrelated to NFL football that occurred during or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis.

The award will not be reduced if the retired player (or his Representative Claimant) can show by clear and convincing evidence that the stroke or traumatic brain injury is not related to the Qualifying Diagnosis.

20. How is a retired player's monetary award affected if he does not participate in the BAP program?

It depends on when the retired player receives his Qualifying Diagnosis and the nature of the diagnosis. There is a 10% reduction to the monetary award only if the retired player:

- Did not receive a Qualifying Diagnosis prior to **July 7, 2014**, and

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

- Does not participate in the BAP, and
- Receives a Qualifying Diagnosis (other than ALS) after his deadline to receive a BAP baseline assessment examination.

21. Can I receive a monetary award even though the retired player is dead?

Yes. Representative Claimants for deceased retired players with a Qualifying Diagnoses will be eligible to receive monetary awards. If the deceased retired player died before January 1, 2006, however, the Representative Claimant will only receive a monetary award if the Court determines that a wrongful death or survival claim is allowed under applicable state law.

Derivative Claimants also will be eligible for a total award of 1% of the monetary award that the Representative Claimant for the deceased retired player receives (*see* Question 16).

Representative and Derivative Claimants will also need to register for Settlement benefits (*see* Question 26).

22. Will this Settlement affect a retired player's participation in NFL or NFLPA-related benefits programs?

No. The Settlement benefits are completely independent of any benefits programs that have been created by or between the NFL and the NFL Players Association. This includes the 88 Plan (Article 58 of the 2011 Collective Bargaining Agreement) and the Neuro-Cognitive Disability Benefit (Article 65 of the 2011 Collective Bargaining Agreement).

Note: The Settlement ensures that a retired player who has signed, or will sign, a release as part of his Neuro-Cognitive Disability Benefit application, will not be denied Settlement benefits.

23. Will this Settlement prevent retired players from bringing workers' compensation claims?

No. Claims for workers' compensation will not be released by this Settlement.

EDUCATION FUND

24. What type of education programs are supported by the Settlement?

The Settlement will provide \$10 million in funding to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL's medical and disability programs and other educational programs and initiatives.

Retired players will be able to actively participate in such initiatives if they desire.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT

25. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself (opt out) from the Settlement (*see* Question 30), you cannot sue the NFL Parties, the Member Clubs, or related individuals and entities, or be part of any other lawsuit against the NFL Parties about the issues in this case. This means you give up your right to continue to litigate any claims related to this Settlement, or file new claims, in any court or in any proceeding at any time. **However, the Settlement does not release any claims for workers' compensation (*see* Question 23) or claims alleging entitlement to NFL medical and disability benefits available under the Collective Bargaining Agreement.**

Please note that certain Plaintiffs also sued the football helmet manufacturer Riddell and certain related entities (specifically, Riddell, Inc., Riddell Sports Group Inc., All American Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton-Bell Sports, LLC and RBG Holdings Corp.). **They are not parties to this Settlement and claims against them are not released by this Settlement.**

Article XVIII of the Settlement Agreement contains the complete text and details of what Settlement Class Members give up unless they exclude themselves (opt out) from the Settlement, so please read it carefully. The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling **1-800-000-0000**. If you have any questions you can talk to the law firms listed in Question 33 for free or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET BENEFITS

26. How do I get Settlement benefits?

To get benefits, you will need to register. This is true for all Settlement Class Members, including Representative and Derivative Claimants. Registration for benefits will not begin until after Final Settlement Approval (*see* Question 37). If and when that occurs, further notice will be provided about the registration process and deadlines. **However, you may provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when that becomes available.** To receive any Settlement benefits, you must register on or before 180 days from the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com. Information about the registration deadline will also be available by calling **1-800-000-0000**.

27. Is there a time limit to file claims for monetary awards?

Yes. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com. Retired NFL Football Players and Representative Claimants for

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. This deadline may be extended up to an additional two years upon a showing of substantial hardship.

Derivative Claimants must submit claims no later than 30 days after a Retired NFL Football Player or a Representative Claimant receives notice of an entitlement to a monetary award. All claims must be submitted by the end of the 65-year term of the Monetary Award Fund.

28. Can I re-apply for compensation if my claim is denied?

Yes. A Settlement Class Member who submits a claim for a monetary award that is denied can re-apply in the future should the Retired NFL Football Player's medical condition change.

29. Can I appeal the determination of my monetary award claim?

Yes. The Settlement establishes an independent process for a Settlement Class Member to appeal the denial of a monetary award claim or the amount of the monetary award.

EXCLUDING YOURSELF (OPTING OUT) FROM THE SETTLEMENT

If you want to retain the right to sue the NFL Parties about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from—opting out of—the Settlement Class. If you exclude yourself (opt out), you cannot receive benefits from this Settlement.

30. How do I get out of the Settlement?

On or before **October 14, 2014**, you must mail a letter or other written document to the Claims Administrator requesting exclusion from the Settlement Class. Your request must include:

- Your name, address, telephone number, and date of birth;
- A copy of your driver's license or other government issued identification;
- A statement that "I wish to exclude myself from the Settlement Class in *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323" (or substantially similar clear and unambiguous language); and
- Your signature by hand, and the date on which you signed it (even if represented by an attorney).

You must mail your exclusion (opt out) request, postmarked on or before **October 14, 2014**, to:

NFL Concussion Settlement
P.O. Box 0000
City, ST 00000

Your request to exclude yourself (opt out) is not effective unless and until the District Court grants Final Approval.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

31. If I do not exclude myself (opt out), can I sue the NFL Parties for the same thing later?

No. Unless you exclude yourself (opt out), you give up the right to sue the NFL Parties for all of the claims that this Settlement resolves. If you want to maintain your own lawsuit relating to the claims released by the Settlement, then you must exclude yourself (opt out) on or before **October 14, 2014**.

32. If I exclude myself (opt out), can I still get benefits from this Settlement?

No. **If you exclude yourself (opt out) from the Settlement you will not get any Settlement benefits.** You will not be eligible to receive a monetary award or participate in the Baseline Assessment Program.

THE LAWYERS REPRESENTING YOU

33. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Co-Lead Class Counsel,” “Class Counsel” and “Subclass Counsel” (*see* Question 6). They are listed at the end of this Notice with their contact information.

You will not be charged for contacting these lawyers. If you are represented by an attorney, you may contact your attorney to discuss the proposed Settlement. You do not have to hire your own attorney. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

34. How will the lawyers be paid?

At a later date to be determined by the Court, Co-Lead Class Counsel, Class Counsel and Subclass Counsel will ask the Court for an award of attorneys’ fees and reasonable costs. The NFL Parties have agreed not to oppose or object to the request for attorneys’ fees and reasonable incurred costs if the request does not exceed \$112.5 million. These fees and incurred costs will be paid separately by the NFL Parties and not from the Baseline Assessment Program Fund, Education Fund or Monetary Award Fund. Settlement Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. Ultimately, the award of attorneys’ fees and reasonable costs to be paid by the NFL Parties is subject to the approval of the Court.

After Final Settlement Approval, Co-Lead Class Counsel may ask the Court to set aside up to five percent of each monetary award and derivative claimant award to facilitate the Settlement program and related efforts of Co-Lead Class Counsel, Class Counsel and Subclass Counsel. If approved, this money would be held in a separate fund overseen by the Court. Any future request for a set-aside will describe: (1) the proposed amount; (2) how the money will be used; and (3) any other relevant information. This “set-aside” would come out of the claimant’s attorney’s fee if represented by individual counsel or, if not represented, out of the monetary award and derivative claimant award itself. No money will be held back or set aside from any award without a Court order. The set-aside is a matter between Class Counsel and individual counsel for Settlement Class Members. The NFL Parties do not take a position on the proposal.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE**OBJECTING TO THE SETTLEMENT****35. How do I tell the Court if I do not like the Settlement?**

If you have not excluded yourself (opted out), you may object to the Settlement or any part of it. The Court will consider your views. To object to the Settlement, you or your attorney must submit your written objection to the Court. The objection must include the following:

- The name of the case and multidistrict litigation, *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323;
- Your name, address, telephone number, and date of birth;
- If you are a Representative Claimant or Derivative Claimant, the name of the Retired NFL Football Player to whom you are related;
- Written statement or evidence establishing how you are a Settlement Class Member;
- A detailed statement of your objections, and the specific reasons for each such objection, including any facts or law you wish to bring to the Court's attention;
- Any other supporting papers, materials or briefs that you want the Court to consider in support of your objection; and
- Your signature by hand, and the date on which you signed it (even if represented by an attorney).

Attorneys filing objections on behalf of Settlement Class Members must follow the requirements in Section 14.3(b) of the Settlement Agreement.

You must mail your objection, postmarked on or before **October 14, 2014**, to:

COURT
<p>Clerk of the District Court/NFL Concussion Settlement U.S. District Court for the Eastern District of Pennsylvania United States Courthouse 601 Market Street Philadelphia, PA 19106-1797</p>

36. What is the difference between objecting to the Settlement and excluding myself (opting out)?

Objecting is simply telling the Court that you do not like something about the Settlement or want it to say something different. You can object only if you do not exclude yourself (opt out) from the Settlement Class. Excluding yourself (opting out) is telling the Court that you do not want to be part of the Settlement Class and you do not want to receive any Settlement benefits. If you exclude yourself (opt out), you have no basis to object because the case no longer affects you.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will determine if you are allowed to speak if you request to do so (*see* Question 39).

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?

The Court will hold the Fairness Hearing on **Wednesday, November 19, 2014 at 10:00 a.m.** at the United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106 in Courtroom 7B. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.NFLConcussionSettlement.com or call **1-800-000-0000**. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may elect to listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the decision will take.

After the Fairness Hearing, the Court will consider the request for attorneys' fees and reasonable costs by Co-Lead Class Counsel, Class Counsel and Subclass Counsel (*see* Question 34).

38. Do I have to attend the hearing?

No. Co-Lead Class Counsel, Class Counsel and Subclass Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

39. May I speak at the hearing?

On or before **November 3, 2014**, you may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To make such a request, you must send written notice to the Court stating your intention to speak at the *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323 Fairness Hearing. Be sure to include your name, address, telephone number, and your signature. Your request to speak must be sent to the Court at the address in Question 35.

GETTING MORE INFORMATION

40. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You also may write with questions to NFL Concussion Settlement, **P.O. Box 0000, City, ST 00000** or call **1-800-000-0000**. **PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE NFL PARTIES FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LITIGATION.**

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

TEMPLATE

IMPORTANT DATES & CONTACT INFORMATION		
Exclusion (Opt Out) Deadline	October 14, 2014	
Objection Deadline	October 14, 2014	
Deadline to Request to Speak at the Fairness Hearing	November 3, 2014	
Fairness Hearing	November 19, 2014	
Start of Registration Period	The date the announcement of the registration process is posted on the Settlement Website. (This will occur following Final Settlement Approval after all appeals.)	
Registration Deadline	180 days after the start of the registration period	
Deadline to Receive a BAP	<ul style="list-style-type: none">For retired players age 43 or older: Within two years of Final Settlement ApprovalFor retired players under age 43: Within ten years of Final Approval or before age 45, whichever comes sooner	
Deadline to Submit a Claim	<ul style="list-style-type: none">For retired players (and their Representative Claimants) diagnosed by the date of Final Settlement Approval: Within two years from the start of the Registration PeriodFor retired players (and their Representative Claimants) diagnosed after the date of Final Settlement Approval: Within two years from the date of diagnosis	
Settlement Administrator	NFL Concussion Settlement P.O. Box 0000 City, ST 00000 Tel: 1-800-000-0000	
Court	Clerk of the District Court/NFL Concussion Settlement U.S. District Court for the Eastern District of Pennsylvania United States Courthouse 601 Market Street Philadelphia, PA 19106-1797	
Class Counsel	Christopher A. Seeger Co-Lead Class Counsel SEEGER WEISS LLP 77 Water Street New York, NY 10005	Sol Weiss Co-Lead Class Counsel ANAPOL SCHWARTZ 1710 Spruce Street Philadelphia, PA 19103
	Steven C. Marks Class Counsel PODHURST ORSECK P.A. City National Bank Building 25 W. Flagler Street, Suite 800 Miami, FL 33130-1780	Gene Locks Class Counsel LOCKS LAW FIRM The Curtis Center, Suite 720 East 601 Walnut Street Philadelphia, PA 19106
	Arnold Levin Counsel - Subclass 1 LEVIN FISHBEIN SEDRAN & BERMAN 510 Walnut Street, Suite 500 Philadelphia, PA 19106	Dianne M. Nast, Counsel – Counsel - Subclass 2 NAST LAW LLC 1101 Market Street, Suite 2801 Philadelphia, Pennsylvania 19107

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Who is included in the Settlement?

What does the Settlement provide?

The Settlement provides money for three benefits:

- Baseline medical exams to determine if retired players suffer from neurocognitive impairment and are entitled to additional testing and/or treatment (\$75 million),
- Monetary awards for diagnoses of ALS (Lou Gehrig's disease), Alzheimer's Disease, Parkinson's Disease, Dementia and certain cases of chronic traumatic encephalopathy or CTE (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. All valid claims will be paid in full for 65 years; and
- Education programs and initiatives related to football safety (\$10 million).

You will need to register for benefits after the final approval of the Settlement. You may provide your contact information now at the website or phone number below to ensure that you receive additional notice about the registration process.

Retired players do not have to prove that their injuries were caused by playing NFL football to get money from the Settlement.

You do not need to do anything to be included in the Settlement Class. All Settlement Class members will be bound by the Settlement and give up the right to sue the NFL individually. If you want to keep your right to sue the NFL, you must exclude yourself from the Class by **Month 00, 2014**. If you exclude yourself, you will not receive any benefits under the Settlement. If you stay in the Class, you may object to the Settlement by **Month 00, 2014**.

The Court will hold a hearing on **Month 00, 2014** to consider whether to approve the Settlement. You do not have to attend. However, you and/or your own lawyer may attend and request to speak at the hearing at your own expense. At a later date, the attorneys will ask the Court for an award of attorneys' fees and reasonable costs. The NFL and NFL Properties have agreed not to oppose or object to the request if the request does not exceed \$112.5 million. The money would be paid by the NFL and NFL Properties in addition to the payments described above.

Please Share this Notice with Other Retired Players and Their Families

For More Information on the Settlement and Registering for Benefits:

1-800-000-0000 or www.NFLConcussionSettlement.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE:
PLAYERS' CONCUSSION :
INJURY LITIGATION :

No. 2:12-md-02323-AB

MDL No. 2323

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Plaintiffs,

CIVIL ACTION NO: 14-cv-0029

V.

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

CLASS ACTION SETTLEMENT AGREEMENT AS OF JUNE 25, 2014

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	Definitions of Settlement Class and Subclasses	4
ARTICLE II	Definitions	4
ARTICLE III	Settlement Benefits for Class Members	16
ARTICLE IV	Information and Registration Process.....	17
ARTICLE V	Baseline Assessment Program	20
ARTICLE VI	Monetary Awards for Qualifying Diagnoses.....	31
ARTICLE VII	Derivative Claimant Awards	38
ARTICLE VIII	Submission and Review of Claim Packages and Derivative Claim Packages.....	38
ARTICLE IX	Notice of Claim Determinations, Payments, and Appeals	42
ARTICLE X	Class Action Settlement Administration	49
ARTICLE XI	Identification and Satisfaction of Liens	58
ARTICLE XII	Education Fund	63
ARTICLE XIII	Preliminary Approval and Class Certification.....	63
ARTICLE XIV	Notice, Opt Out, and Objections.....	65
ARTICLE XV	Communications to the Public.....	68
ARTICLE XVI	Termination.....	68
ARTICLE XVII	Treatment of Confidential Information	70
ARTICLE XVIII	Releases and Covenant Not to Sue	71
ARTICLE XIX	Bar Order	75
ARTICLE XX	Final Order and Judgment and Dismissal With Prejudice.....	75
ARTICLE XXI	Attorneys’ Fees	76
ARTICLE XXII	Enforceability of Settlement Agreement and Dismissal of Claims	77

ARTICLE XXIII NFL Payment Obligations	78
ARTICLE XXIV Denial of Wrongdoing, No Admission of Liability	85
ARTICLE XXV Representations and Warranties	86
ARTICLE XXVI Cooperation.....	89
ARTICLE XXVII Continuing Jurisdiction.....	90
ARTICLE XXVIII Role of Co-Lead Class Counsel, Class Counsel and Subclass Counsel.....	90
ARTICLE XXIX Bargained-For Benefits.....	91
ARTICLE XXX Miscellaneous Provisions	91

**IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS’
CONCUSSION INJURY LITIGATION, MDL 2323,
CLASS ACTION SETTLEMENT AGREEMENT AS OF JUNE 25, 2014
(subject to Court approval)**

PREAMBLE

This SETTLEMENT AGREEMENT, dated as of June 25, 2014 (the “Settlement Date”), is made and entered into by and among defendants the National Football League (“NFL”) and NFL Properties LLC (“NFL Properties”) (collectively, “NFL Parties”), by and through their attorneys, and the Class Representatives and Subclass Representatives, individually and on behalf of the Settlement Class and Subclasses, by and through Class Counsel. This Settlement Agreement is intended by the Parties fully, finally, and forever to resolve, discharge, and settle all Released Claims against the Released Parties, as set forth below, subject to review and approval by the Court.¹

RECITALS

A. On January 31, 2012, a federal multidistrict litigation was established in the United States District Court for the Eastern District of Pennsylvania, In re: National Football League Players’ Concussion Injury Litigation, MDL No. 2323. Plaintiffs in MDL No. 2323 filed a Master Administrative Long-Form Complaint and a Master Administrative Class Action Complaint for Medical Monitoring on June 7, 2012. Plaintiffs filed an Amended Master Administrative Long-Form Complaint on July 17, 2012. Additional similar lawsuits are pending in various state and federal courts.

B. The lawsuits arise from the alleged effects of mild traumatic brain injury allegedly caused by the concussive and sub-concussive impacts experienced by former NFL Football players. Plaintiffs seek to hold the NFL Parties responsible for their alleged injuries under various theories of liability, including that the NFL Parties allegedly breached a duty to NFL Football players to warn and protect them from the long-term health problems associated with concussions and that the NFL Parties allegedly concealed and misrepresented the connection between concussions and long-term chronic brain injury.

C. On August 30, 2012, the NFL Parties filed motions to dismiss the Master Administrative Class Action Complaint for Medical Monitoring and the Amended Master Administrative Long-Form Complaint on preemption grounds. Plaintiffs filed their oppositions to the motions on October 31, 2012, the NFL Parties filed reply memoranda of law on December 17, 2012, and plaintiffs filed sur-reply memoranda of law on January 28, 2013. Oral argument on the NFL Parties’ motions to dismiss on preemption grounds was held on April 9, 2013.

¹ Capitalized terms have the meanings provided in ARTICLE II, unless a section or subsection of this Settlement Agreement provides otherwise.

D. On July 8, 2013, prior to ruling on the motions to dismiss, the Court ordered the plaintiffs and NFL Parties to engage in mediation to determine if consensual resolution was possible and appointed retired United States District Court Judge Layn Phillips of Irell & Manella LLP as mediator.

E. Over the course of the following two months, the Parties, by and through their respective counsel, engaged in settlement negotiations under the direction of Judge Phillips. On August 29, 2013, the Parties signed a settlement term sheet setting forth the material terms of a settlement agreement. On the same day, the Court issued an order deferring a ruling on the NFL Parties' motions to dismiss and ordering the Parties to submit, as soon as possible, the full documentation relating to the settlement, along with a motion seeking preliminary approval of the settlement and notice plan. On December 16, 2013, the Court appointed a special master, Perry Golkin ("Special Master Golkin"), to assist the Court in evaluating the financial aspects of the proposed settlement.

F. On January 6, 2014, Class Counsel moved the Court for an order, among other things, granting preliminary approval of the proposed settlement and conditionally certifying a settlement class and subclasses. On January 14, 2014, the Court denied that motion without prejudice.

G. In conjunction with the January 2014 filing of the proposed settlement agreement, and this Settlement Agreement, the Class and Subclass Representatives filed Plaintiffs' Class Action Complaint ("Class Action Complaint") on January 6, 2014. In the Class Action Complaint, the Class and Subclass Representatives allege claims for equitable, injunctive and declaratory relief pursuant to Federal Rules of Civil Procedure 23(a)(1-4) & (b)(2), or, alternatively, for compensatory damages pursuant to Federal Rule of Civil Procedure 23(b)(3), for negligence, negligent hiring, negligent retention, negligent misrepresentation, fraud, fraudulent concealment, medical monitoring, wrongful death and survival, and loss of consortium, all under state law.

H. The NFL Parties deny the Class and Subclass Representatives' allegations, and the allegations in Related Lawsuits, and deny any liability to the Class and Subclass Representatives, the Settlement Class, or any Settlement Class Member for any claims, causes of action, costs, expenses, attorneys' fees, or damages of any kind, and would assert a number of substantial legal and factual defenses against plaintiffs' claims if they were litigated to conclusion.

I. The Class and Subclass Representatives, through their counsel, have engaged in substantial fact gathering to evaluate the merits of their claims and the NFL Parties' defenses. In addition, the Class and Subclass Representatives have analyzed the legal issues raised by their claims and the NFL Parties' defenses, including, without limitation, the NFL Parties' motions to dismiss the Amended Master Administrative Long-Form Complaint and Master Administrative Class Action Complaint on preemption grounds.

J. After careful consideration, the Class and Subclass Representatives, and their respective Counsel, have concluded that it is in the best interests of the Class and Subclass Representatives and the Settlement Class and Subclasses to compromise and settle all Released Claims against the Released Parties for consideration reflected in the terms and benefits of this Settlement Agreement. After arm's length negotiations with Counsel for the NFL Parties, including through the efforts of the court-appointed mediator and Special Master Golkin, the Class and Subclass Representatives have considered, among other things: (1) the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of fact gathering completed; (3) the potential for the NFL Parties to prevail on threshold issues and on the merits; and (4) the range of possible recovery, and have determined that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class and Subclass Representatives and the Settlement Class and Subclasses.

K. The NFL Parties have concluded, in light of the costs, risks, and burden of litigation, that this Settlement Agreement in this complex putative class action litigation is appropriate. The NFL Parties and Counsel for the NFL Parties agree with the Class and Subclass Representatives and their respective counsel that this Settlement Agreement is a fair, reasonable, and adequate resolution of the Released Claims. The NFL Parties reached this conclusion after considering the factual and legal issues relating to the litigation, the substantial benefits of this Settlement Agreement, the expense that would be necessary to defend claims by Settlement Class Members through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of the NFL Parties to conduct their business unhampered by the costs, distraction and risks of continued litigation over Released Claims.

L. The Parties desire to settle, compromise, and resolve fully all Released Claims.

M. The Parties desire and intend to seek Court review and approval of the Settlement Agreement, and, upon preliminary approval by the Court, the Parties intend to seek a Final Order and Judgment from the Court dismissing with prejudice the Class Action Complaint and ordering the dismissal with prejudice of Related Lawsuits.

N. This Settlement Agreement will not be construed as evidence of, or as an admission by, the NFL Parties of any liability or wrongdoing whatsoever or as an admission by the Class or Subclass Representatives, or Settlement Class Members, of any lack of merit in their claims.

NOW, THEREFORE, it is agreed that the foregoing recitals are hereby expressly incorporated into this Settlement Agreement and made a part hereof and further, that in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, including the Releases and Covenant Not to Sue in ARTICLE XVIII, the entry by the Court of the Final Order and Judgment dismissing the Class Action Complaint with prejudice and approving the terms and conditions of the Settlement Agreement, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, this action shall be settled and compromised under the following terms and conditions:

ARTICLE I

Definitions of Settlement Class and Subclasses

Section 1.1 Definition of Settlement Class

(a) “Settlement Class” means all Retired NFL Football Players, Representative Claimants and Derivative Claimants.

(b) Excluded from the Settlement Class are any Retired NFL Football Players, Representative Claimants or Derivative Claimants who timely and properly exercise the right to be excluded from the Settlement Class (“Opt Outs”).

Section 1.2 Definition of Subclasses

(a) “Subclass 1” means Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants.

(b) “Subclass 2” means Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE.

ARTICLE II

Definitions

Section 2.1 Definitions

For the purposes of this Settlement Agreement, the following terms (designated by initial capitalization throughout this Agreement) will have the meanings set forth in this Section.

Unless the context requires otherwise, (i) words expressed in the masculine will include the feminine and neuter gender and vice versa; (ii) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (iii) the word “or” will not be exclusive; (iv) the word “extent” in the phrase “to the extent” will mean the degree to which a subject or other thing extends, and such phrase will not simply mean “if”; (v) references to “day” or “days” in the lower case are to calendar days, but if the last day is a Saturday, Sunday, or legal holiday (as defined in Fed. R. Civ. P. 6(a)(6)), the period will continue to run until the end of the next day that is not a Saturday, Sunday, or legal holiday; (vi) references to this Settlement Agreement will include all

exhibits, schedules, and annexes hereto; (vii) references to any law will include all rules and regulations promulgated thereunder; (viii) the terms “include,” “includes,” and “including” will be deemed to be followed by “without limitation,” whether or not they are in fact followed by such words or words of similar import; and (ix) references to dollars or “\$” are to United States dollars.

(a) “Active List” means the list of all players physically present, eligible and under contract to play for a Member Club on a particular game day within any applicable roster or squad limits set forth in the applicable NFL or American Football League Constitution and Bylaws.

(b) “Affiliate” means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting shares, by contract, or otherwise.

(c) “ALS” means amyotrophic lateral sclerosis, also known as Lou Gehrig’s Disease, as defined in Exhibit 1.

(d) “Alzheimer’s Disease” is defined in Exhibit 1.

(e) “American Football League” means the former professional football league that merged with the NFL.

(f) “Appeals Form” means that document that Settlement Class Members, the NFL Parties or Co-Lead Class Counsel, as the case may be, will submit when appealing Monetary Award or Derivative Claimant Award determinations by the Claims Administrator, as set forth in Section 9.7.

(g) “Appeals Advisory Panel” means a panel of physicians, composed of, in any combination, five (5) board-certified neurologists, board-certified neurosurgeons, and/or other board-certified neuro-specialist physicians agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, any one of whom is eligible to advise the Court or the Special Master with respect to medical aspects of the Class Action Settlement and to perform the other duties of the Appeals Advisory Panel set forth in this Settlement Agreement.

(h) “Appeals Advisory Panel Consultants” means three (3) neuropsychologists certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, any one of whom is eligible to advise a member of the Appeals Advisory Panel, the Court, or the Special Master on the neuropsychological testing referenced in Exhibits 1 and 2 to the Settlement Agreement, as pertaining to the Qualifying Diagnoses of Level 1.5 Neurocognitive Impairment and

Level 2 Neurocognitive Impairment, and Level 1 Neurocognitive Impairment if subject to review as set forth in Section 5.13. Appeals Advisory Panel Consultants do not meet the definition of Appeals Advisory Panel members and shall not serve as members of the Appeals Advisory Panel.

(i) “Baseline Assessment Program” (“BAP”) means the program described in ARTICLE V.

(j) “Baseline Assessment Program Supplemental Benefits” or “BAP Supplemental Benefits” means medical treatment, including, as needed, counseling and pharmaceutical coverage, for Level 1 Neurocognitive Impairment (as set forth in Exhibit 1) within a network of Qualified BAP Providers and Qualified BAP Pharmacy Vendor(s), respectively, established by the BAP Administrator, as set forth in Section 5.11.

(k) “Baseline Assessment Program Fund Administrator” or “BAP Administrator” means that person(s) or entity, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, to perform the responsibilities assigned to the BAP Administrator under this Settlement Agreement, including, without limitation, as set forth in ARTICLE V.

(l) “Baseline Assessment Program Fund” or “BAP Fund” means the fund to pay BAP costs and expenses, as set forth in ARTICLE V.

(m) “Claim Form” means that document to be submitted to the Claims Administrator by a Settlement Class Member who is a Retired NFL Football Player or Representative Claimant claiming a Monetary Award, as set forth in ARTICLE VIII.

(n) “Claim Package” means the Claim Form and other documentation, as set forth in Section 8.2(a).

(o) “Claims Administrator” means that person(s) or entity, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, to perform the responsibilities assigned to the Claims Administrator under this Settlement Agreement, including, without limitation, as set forth in Section 10.2.

(p) “Class Action Complaint” means the complaint captioned Plaintiffs’ Class Action Complaint filed on consent in the Court on January 6, 2014.

(q) “Class Action Settlement” means that settlement set forth in this Settlement Agreement.

(r) “Class Counsel” means, pending Court appointment, the counsel who are so designated and who are signatories to this Settlement Agreement, namely, Co-Lead Class Counsel, Christopher A. Seeger and Sol Weiss, Subclass Counsel, Arnold Levin and Dianne M. Nast, and Steven C. Marks of Podhurst Orseck,

P.A. and Gene Locks of Locks Law Firm, and, upon appointment, such other counsel as the Court may appoint to represent the Settlement Class.

(s) “Class Representatives” means Shawn Wooden and Kevin Turner, or such other or different persons as may be appointed by the Court as the representatives of the Settlement Class.

(t) “CMS” means the Centers for Medicare & Medicaid Services, the agency within the United States Department of Health and Human Services responsible for administration of the Medicare Program and the Medicaid Program.

(u) “Co-Lead Class Counsel” means, pending Court appointment, the counsel who are so designated and who are signatories to this Settlement Agreement, namely, Christopher A. Seeger of Seeger Weiss LLP and Sol Weiss of Anapol Schwartz, and, upon appointment, such other counsel as the Court may appoint to represent the Settlement Class in a lead role.

(v) “Collective Bargaining Agreement” means the August 4, 2011 Collective Bargaining Agreement between the NFL Management Council and the NFL Players Association, individually and together with all previous and future NFL Football collective bargaining agreements governing NFL Football players.

(w) “Counsel for the NFL Parties” means Paul, Weiss, Rifkind, Wharton & Garrison LLP, or any law firm or attorney so designated in writing by the NFL Parties.

(x) “Court” means the United States District Court for the Eastern District of Pennsylvania, Judge Anita Brody (or any successor judge designated by the United States District Court for the Eastern District of Pennsylvania, or a magistrate judge designated by Judge Brody or such designated successor judge, as set forth in and pursuant to Federal Rule of Civil Procedure 72), presiding in In re: National Football League Players’ Concussion Injury Litigation, MDL No. 2323. For the period of time from the Effective Date up to and including the fifth year of the Class Action Settlement, the Parties agree, in accordance with the provisions of 28 U.S.C. § 636(c), to waive their right to proceed before a judge of the United States District Court in connection with issues relating to the administration of this Settlement Agreement where the Court is required or requested to act, and consent to have a United States Magistrate Judge conduct such proceedings.

(y) “Covenant Not to Sue” means the covenant not to sue set forth in Section 18.4.

(z) “CTE” means Chronic Traumatic Encephalopathy.

(aa) “Death with CTE” is defined in Exhibit 1.

(bb) “Deficiency” means any failure of a Settlement Class Member to provide required information or documentation to the Claims Administrator, as set forth in Section 8.5.

(cc) “Derivative Claim Form” means that document to be submitted to the Claims Administrator by a Settlement Class Member who is a Derivative Claimant claiming a Derivative Claimant Award, as set forth in ARTICLE VIII.

(dd) “Derivative Claim Package” means the Derivative Claim Form and other documentation, as set forth in Section 8.2(b).

(ee) “Derivative Claimants” means spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player.

(ff) “Derivative Claimant Award” means the payment of money from the Monetary Award of the subject Retired NFL Football Player to a Settlement Class Member who is a Derivative Claimant, as set forth in ARTICLE VII.

(gg) “Diagnosing Physician Certification” means that document which a Settlement Class Member who is a Retired NFL Football Player or Representative Claimant must submit either as part of a Claim Package in order to receive a Monetary Award, as set forth in Section 8.2(a), or to receive BAP Supplemental Benefits, as set forth in Section 5.11, the contents of which shall be agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties and that shall include, without limitation: (i) a certification under penalty of perjury by the diagnosing physician that the information provided is true and correct, (ii) the Qualifying Diagnosis being made consistent with the criteria in Exhibit 1 (Injury Definitions) and the date of diagnosis, and (iii) the qualifications of the diagnosing physician, including, without limitation, whether the diagnosing physician is a Qualified MAF Physician.

(hh) “Education Fund” means a fund to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL CBA Medical and Disability Benefits programs, and other educational initiatives benefitting Retired NFL Football Players, as set forth in ARTICLE XII.

(ii) “Education Fund Amount” means the amount of Ten Million United States dollars (U.S. \$10,000,000), as set forth in Section 23.1(c).

(jj) “Effective Date” means (i) the day following the expiration of the deadline for appealing the entry by the Court of the Final Order and Judgment approving the Settlement Agreement and certifying the Settlement Class (or for appealing any ruling on a timely motion for reconsideration of such Final Order, whichever is later), if no such appeal is filed; or (ii) if an appeal of the Final Order and Judgment is filed, the date upon which all appellate courts with jurisdiction (including the United States

Supreme Court by petition for certiorari) affirm such Final Order and Judgment, or deny any such appeal or petition for certiorari, such that no future appeal is possible.

(kk) “Eligible Season” means a season in which a Retired NFL Football Player or deceased Retired NFL Football Player was: (i) on a Member Club’s Active List on the date of three (3) or more regular season or postseason games; or (ii) on a Member Club’s Active List on the date of one (1) or more regular or postseason games, and then spent at least two (2) regular or postseason games on a Member Club’s injured reserve list or inactive list due to a concussion or head injury. A “half of an Eligible Season” means a season in which a Retired NFL Football Player or deceased Retired NFL Football Player was on a Member Club’s practice, developmental, or taxi squad roster for at least eight (8) regular or postseason games.

(ll) “Fairness Hearing” means the hearing scheduled by the Court to consider the fairness, reasonableness, and adequacy of this Settlement Agreement under Rule 23(e)(2) of the Federal Rules of Civil Procedure, and to determine whether a Final Order and Judgment should be entered.

(mm) “Final Approval Date” means the date on which the Court enters the Final Order and Judgment.

(nn) “Final Order and Judgment” means the final judgment and order entered by the Court, substantially in the form of Exhibit 4, and as set forth in ARTICLE XX.

(oo) “Funds” means the Settlement Trust Account, the BAP Fund, the Monetary Award Fund, and the Education Fund.

(pp) “Governmental Payor” means any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs, including, but not limited to, the Medicare Program, the Medicaid Program, Tricare, the Department of Veterans Affairs, and the Department of Indian Health Services.

(qq) “HIPAA” means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936 (1996) (codified as amended in scattered sections of 42 U.S.C.) and the implementing regulations issued by the United States Department of Health and Human Services thereunder, and incorporates by reference the provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009)) pertaining to Protected Health Information.

(rr) “Level 1 Neurocognitive Impairment” is defined in Exhibit 1.

(ss) “Level 1.5 Neurocognitive Impairment” is defined in Exhibit 1.

(tt) “Level 2 Neurocognitive Impairment” is defined in Exhibit 1.

(uu) “Lien” means any statutory lien of a Government Payor or Medicare Part C or Part D Program sponsor; or any mortgage, lien, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any person or entity, where there is a legal obligation to withhold payment of a Monetary Award, Supplemental Monetary Award, Derivative Claimant Award, or some portion thereof, to a Settlement Class Member under applicable federal or state law.

(vv) “Lien Resolution Administrator” means that person(s) or entity, agreed to and jointly recommended by Co-Lead Class Counsel and Counsel for the NFL Parties, and appointed by the Court, to perform the responsibilities assigned to the Lien Resolution Administrator under this Settlement Agreement, including, without limitation, as set forth in ARTICLE XI.

(ww) “Medicaid Program” means the federal program administered by the states under which certain medical items, services, and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. § 1396–1, *et seq.*

(xx) “Medicare Part C or Part D Program” means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with CMS.

(yy) “Medicare Program” means the Medicare Parts A and B federal program administered by CMS under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.*

(zz) “Member Club” means any past or present member club of the NFL or any past member club of the American Football League.

(aaa) “Monetary Award” means the payment of money from the Monetary Award Fund to a Settlement Class Member, other than a Derivative Claimant, as set forth in ARTICLE VI. The term “Monetary Award” shall also include “Supplemental Monetary Award” with respect to the claims process set forth in this Settlement Agreement, including, without limitation, relating to submission and approval of claims, calculation and distribution of awards, and appeals.

(bbb) “Monetary Award Fund” or “MAF” means the sixty-five (65) year fund, as set forth in Section 6.10.

(ccc) “Monetary Award Grid” means that document attached as Exhibit 3.

(ddd) “MSP Laws” means the Medicare Secondary Payer Act set forth at 42 U.S.C. § 1395y(b), as amended from time to time, and implementing regulations, and other applicable written CMS guidance.

(eee) “NFL CBA Medical and Disability Benefits” means any disability or medical benefits available under the Collective Bargaining Agreement, including the benefits available under the Bert Bell/Pete Rozelle NFL Player Retirement Plan; NFL Player Supplemental Disability Plan, including the Neuro-Cognitive Disability Benefit provided for under Article 65 of the Collective Bargaining Agreement; the 88 Plan; Gene Upshaw NFL Player Health Reimbursement Account Plan; Former Player Life Improvement Plan; NFL Player Insurance Plan; and/or the Long Term Care Insurance Plan.

(fff) “NFL Football” means the sport of professional football as played in the NFL, the American Football League, the World League of American Football, the NFL Europe League, and the NFL Europa League. NFL Football excludes football played by all other past, present or future professional football leagues, including, without limitation, the All-American Football Conference.

(ggg) “NFL Medical Committees” means the various past and present medical committees, subcommittees and panels that operated or operate at the request and/or direction of the NFL, whether independent or not, including, without limitation, the Injury and Safety Panel, Mild Traumatic Brain Injury Committee, Head Neck and Spine Medical Committee, Foot and Ankle Subcommittee, Cardiovascular Health Subcommittee, and Medical Grants Subcommittee, and all persons, whether employees, agents or independent of the NFL, who at any time were members of or participated on each such panel, committee, or subcommittee.

(hhh) “Notice of Challenge Determination” means the written notice set forth in Section 4.3(a)(ii)-(iv).

(iii) “Notice of Deficiency” means that document that the Claims Administrator sends to any Settlement Class Member whose Claim Package or Derivative Claim Package contains a Deficiency, as set forth in Section 8.5.

(jjj) “Notice of Derivative Claimant Award Determination” means the written notice set forth in Section 9.2(a)-(b).

(kkk) “Notice of Monetary Award Claim Determination” means the written notice set forth in Section 9.1(b)-(c).

(lll) “Notice of Registration Determination” means the written notice set forth in Section 4.3.

(mmm) “Offsets” means downward adjustments to Monetary Awards, as set forth in Section 6.7(b).

(nnn) “Opt Out,” when used as a verb, means the process by which any Retired NFL Football Player, Representative Claimant or Derivative Claimant otherwise included in the Settlement Class exercises the right to exclude himself or herself from the Settlement Class in accordance with Fed. R. Civ. P. 23(c)(2).

(ooo) “Opt Outs,” when used as a noun, means those Retired NFL Football Players, Representative Claimants and Derivative Claimants who would otherwise have been included in the Settlement Class and who have timely and properly exercised their rights to Opt Out and therefore, after the Final Approval Date, are not Settlement Class Members.

(ppp) “Other Party” means every person, entity, or party other than the Released Parties.

(qqq) “Parkinson’s Disease” is defined in Exhibit 1.

(rrr) “Parties” means the Class Representatives and Subclass Representatives, individually and on behalf of the Settlement Class and Subclasses, and the NFL Parties.

(sss) “Personal Signature” means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Settlement Agreement, a document requiring a Personal Signature may be submitted by an actual original “wet ink” signature on hard copy, or a PDF or other electronic image of an actual signature, but cannot be submitted by an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, *et seq.*, the Uniform Electronic Transactions Act, or their successor acts.

(ttt) “Preliminary Approval and Class Certification Order” means the order, upon entry by the Court, preliminarily approving the Class Action Settlement and conditionally certifying the Settlement Class and Subclasses.

(uuu) “Protected Health Information” means individually identifiable health information, as defined in 45 C.F.R. § 160.103.

(vvv) “Qualified BAP Providers” means neuropsychologists certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology, and board-certified neurologists, eligible to conduct baseline assessments of Retired NFL Football Players under the BAP, as set forth in Section 5.7(a).

(www) “Qualified MAF Physician” means a board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician, who is part of an approved list of physicians authorized to make Qualifying Diagnoses, as set forth in Section 6.5.

(xxx) “Qualified Pharmacy Vendor(s)” means one or more nationwide mail order pharmacies contracted to provide approved pharmaceutical prescriptions as part of the BAP Supplemental Benefits, as set forth in Section 5.7(b).

(yyy) “Qualifying Diagnosis” or “Qualifying Diagnoses” means Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer’s Disease, Parkinson’s Disease, ALS, and/or Death with CTE, as set forth in Exhibit 1 (Injury Definitions).

(zzz) “Related Lawsuits” means all past, present and future actions brought by one or more Releasors against one or more Released Parties pending in the Court, other than the Class Action Complaint, or in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum that arise out of, are based upon or are related to the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, alleged, or referred to in the Class Action Complaint, except that Settlement Class Members’ claims for workers’ compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits are not Related Lawsuits.

(aaaa) “Released Claims” means those claims released as set forth in Section 18.1 and Section 18.2.

(b) “Released Parties” for purposes of the Released Claims means (i) the NFL Parties (including all persons, entities, subsidiaries, divisions, and business units composed thereby), together with (ii) each of the Member Clubs, (iii) each of the NFL Parties’ and Member Clubs’ respective past, present, and future agents, directors, officers, employees, independent contractors, general or limited partners, members, joint venturers, shareholders, attorneys, trustees, insurers (solely in their capacities as liability insurers of those persons or entities referred to in subparagraphs (i) and (ii) above and/or arising out of their relationship as liability insurers to such persons or entities), predecessors, successors, indemnitees, and assigns, and their past, present, and future spouses, heirs, beneficiaries, estates, executors, administrators, and personal representatives, including, without limitation, all past and present physicians who have been employed or retained by any Member Club and members of all past and present NFL Medical Committees; and (iv) any natural, legal, or juridical person or entity acting on behalf of or having liability in respect of the NFL Parties or the Member Clubs, in their respective capacities as such; and, as to (i)-(ii) above, each of their respective Affiliates, including their Affiliates’ officers, directors, shareholders, employees, and agents. For the avoidance of any doubt, Riddell is not a Released Party.

XVIII. (cccc) "Releases" means the releases set forth in ARTICLE

(dddd) “Releasors” means the releasors set forth in Section 18.1.

(eeee) “Representative Claimants” means authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players.

(ffff) “Retired NFL Football Players” means all living NFL Football players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

(gggg) “Riddell” means Riddell, Inc.; All American Sports Corporation; Riddell Sports Group, Inc.; Easton-Bell Sports, Inc.; Easton-Bell Sports, LLC; EB Sports Corp.; and RBG Holdings Corp., and each of their respective past, present, and future Affiliates, directors, officers, employees, general or limited partners, members, joint venturers, shareholders, agents, trustees, insurers (solely in their capacities as such), reinsurers (solely in their capacities as such), predecessors, successors, indemnitees, and assigns.

(hhhh) “Settlement Agreement” means this Settlement Agreement and all accompanying exhibits, including any subsequent amendments thereto and any exhibits to such amendments.

(iiii) “Settlement Class and Subclasses” is defined in Section 1.1 and Section 1.2.

(jjjj) “Settlement Class Member” means each Retired NFL Football Player, Representative Claimant and/or Derivative Claimant in the Settlement Class; provided, however, that the term Settlement Class Member as used herein with respect to any right or obligation after the Final Approval Date does not include any Opt Outs.

(kkkk) “Settlement Class Notice” means that notice, in the form of Exhibit 5, and as set forth in Section 14.1, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and approved by the Court.

(llll) “Settlement Class Notice Agent” means that person or entity who will implement the Settlement Class Notice Plan and who will be responsible for the publication and provision of the Settlement Class Notice and Settlement Class Supplemental Notice.

(mmmm) “Settlement Class Notice Payment” means Four Million United States dollars (U.S. \$4,000,000), as set forth in Sections 23.1(d) and

23.3(e), for the costs of Settlement Class Notice, any supplemental notice required, including, without limitation, the Settlement Class Supplemental Notice, and compensation of the Settlement Class Notice Agent and the Claims Administrator to the extent the Claims Administrator performs notice-related duties that have been agreed to by the NFL Parties.

(nnnn) “Settlement Class Notice Plan” means that document which sets forth the methods, timetable, and responsibilities for providing Settlement Class Notice to Settlement Class Members, as set forth in Section 14.1.

(oooo) “Settlement Class Supplemental Notice” means that notice, as set forth in Section 14.1(d), as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and approved by the Court.

(pppp) “Settlement Date” means the date by which Class Counsel and Counsel for the NFL Parties have all signed this Settlement Agreement on behalf of the Class and Subclass Representatives, Settlement Class and Subclasses, and the NFL Parties, respectively.

(qqqq) “Settlement Trust” means the trust enacted pursuant to the Settlement Trust Agreement, as set forth in Section 23.5.

(rrrr) “Settlement Trust Account” means that account created under the Settlement Trust Agreement and held by the Trustee into which the NFL Parties will make payments pursuant to ARTICLE XXIII of this Settlement Agreement.

(ssss) “Settlement Trust Agreement” means the agreement that will establish the Settlement Trust and will be entered into by Co-Lead Class Counsel, the NFL Parties, and the Trustee, as set forth in Section 23.5(c).

(tttt) “Signature” means the actual signature by the person whose signature is required on the document, or on behalf of such person by a person authorized by a power of attorney or equivalent document to sign such documents on behalf of such person. Unless otherwise specified in this Settlement Agreement, a document requiring a Signature may be submitted by: (i) an actual original “wet ink” signature on hard copy; (ii) a PDF or other electronic image of an actual signature; or (iii) an electronic signature within the meaning of the Electronic Records and Signatures in Commerce Act, 15 U.S.C. §§7001, *et seq.*, the Uniform Electronic Transactions Act, or their successor acts.

(uuuu) “Special Master” means that person appointed by the Court pursuant to Federal Rule of Civil Procedure 53 to oversee the administration of the Settlement Agreement, as set forth in Section 10.1.

(vvvv) “Stadium Program Bonds” means the NFL’s G3 and G4 bonds.

(www) “Stroke” means stroke, as defined by the World Health Organization’s International Classification of Diseases, 9th Edition (ICD-9) or the World Health Organization’s International Classification of Diseases, 10th Edition (ICD-10), which occurs prior to or after the time the Retired NFL Football Player played NFL Football. A medically diagnosed Stroke does not include a transient cerebral ischaemic attack and related syndromes, as defined by ICD-10.

(xxxx) “Subclass Counsel” means, pending Court appointment, the counsel who are so designated and who are signatories to this Settlement Agreement, namely Arnold Levin of Levin, Fishbein, Sedran & Berman for Subclass 1, and Dianne M. Nast of NastLaw LLC for Subclass 2, and, upon appointment, such other counsel as the Court may appoint to represent the Settlement Subclasses 1 and 2.

(yyyy) “Subclass Representatives” means Shawn Wooden and Kevin Turner, or such other or different persons as may be designated by the Court as the representatives of the Settlement Subclasses 1 and 2.

(zzzz) “Supplemental Monetary Award” means the supplemental payment of monies from the Monetary Award Fund to a Settlement Class Member, as set forth in Section 6.8.

(aaaaa) “Traumatic Brain Injury” means severe traumatic brain injury unrelated to NFL Football play, that occurs during or after the time the Retired NFL Football Player played NFL Football, consistent with the definitions in the World Health Organization’s International Classification of Diseases, 9th Edition (ICD-9), Codes 854.04, 854.05, 854.14 and 854.15, and the World Health Organization’s International Classification of Diseases, 10th Edition (ICD-10), Codes S06.9x5 and S06.9x6.

(bbbbb) “Tricare” means the federal program managed and administered by the United States Department of Defense through the Tricare Management Activity under which certain medical items, services, and/or prescription drugs are furnished to eligible members of the military services, military retirees, and military dependents under 10 U.S.C. § 1071, *et seq.*

(ccccc) “Trustee” means that person or entity approved by the Court as trustee of the Settlement Trust Account and as administrator of the qualified settlement fund for purposes of Treasury Regulation §1.468B-2(k)(3), as set forth in ARTICLE XXIII.

ARTICLE III

Settlement Benefits for Class Members

Section 3.1 The Class and Subclass Representatives, by and through Class Counsel and Subclass Counsel, and the NFL Parties, by and through Counsel for the NFL Parties, agree that, in consideration of the Releases and Covenant Not to Sue set forth in ARTICLE XVIII, and the dismissal with prejudice of the Class Action Complaint and the Related Lawsuits, and subject to the terms and conditions of this Settlement

Agreement, the NFL Parties will, in addition to other obligations set forth in this Settlement Agreement:

(a) Pay all final Monetary Awards and Derivative Claimant Awards to those Settlement Class Members who qualify for such awards pursuant to the requirements and criteria set forth in this Settlement Agreement;

(b) Provide qualified Settlement Class Members who are Retired NFL Football Players with the option to participate in the BAP and receive a BAP baseline assessment examination and BAP Supplemental Benefits, if eligible, pursuant to the requirements and criteria set forth in this Settlement Agreement; and

(c) Establish the Education Fund to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL CBA Medical and Disability Benefits programs, and other educational initiatives benefitting Retired NFL Football Players, as set forth in ARTICLE XII.

ARTICLE IV

Information and Registration Process

Section 4.1 Information

(a) Within ten (10) days after the Preliminary Approval and Class Certification Order, Co-Lead Class Counsel will cause to be established and maintained a public website containing information about the Class Action Settlement (the “Settlement Website”), including the Settlement Class Notice and “Frequently Asked Questions.” Within ninety (90) days after the Effective Date, Co-Lead Class Counsel will cause the Settlement Website to be transitioned for claims administration purposes. The Settlement Website will be the launching site for secure web-based portals established and maintained by the Claims Administrator, BAP Administrator, and/or Lien Resolution Administrator for use by Settlement Class Members and their designated attorneys throughout the term of the Class Action Settlement. The Claims Administrator will post all necessary information about the Class Action Settlement on the Settlement Website, including, as they become available, information about registration deadlines and methods to participate in the BAP, the Claim Package requirements and Monetary Awards, and the Derivative Claim Package requirements and Derivative Claimant Awards. All content posted on the Settlement Website will be subject to advance approval by Co-Lead Class Counsel and Counsel for the NFL Parties.

(b) Within ten (10) days after the Preliminary Approval and Class Certification Order, Co-Lead Class Counsel also will cause to be established and maintained an automated telephone system that uses a toll-free number or numbers to provide information about the Class Action Settlement. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel will cause the automated telephone system to be transitioned for claims administration purposes. Through this system, Settlement Class

Members may request and obtain copies of the Settlement Class Notice, Settlement Agreement, Claim Form, Derivative Claim Form, and Appeals Form, and they may speak with operators for further information.

Section 4.2 Registration Methods and Requirements

(a) The Claims Administrator will establish and administer both online and hard copy registration methods for participation in the Class Action Settlement.

(b) The registration requirements will include information sufficient to determine if a registrant is a Settlement Class Member, including: (i) name; (ii) address; (iii) date of birth; (iv) Social Security Number (if any); (v) email address (if any), and whether email, the web-based portal on the Settlement Website, or U.S. mail is the preferred method of communication; (vi) identification as a Retired NFL Football Player, Representative Claimant or Derivative Claimant; (vii) dates and nature of NFL Football employment (*e.g.*, Active List, practice squad, developmental squad), and corresponding identification of the employer Member Club(s) or assigned team(s) (for Retired NFL Football Players, or, for the subject Retired NFL Football Player or deceased Retired NFL Football Player in the case of Representative Claimants and Derivative Claimants); and (viii) Signature of the registering purported Settlement Class Member.

(i) In addition to the registration requirements in this Section 4.2(b), Representative Claimants also will identify the subject deceased or legally incapacitated or incompetent Retired NFL Football Player, including name, last known address, date of birth, and Social Security Number (if any), and will provide a copy of the court order, or other document issued by an official of competent jurisdiction, providing the authority to act on behalf of that deceased or legally incapacitated or incompetent Retired NFL Football Player.

(ii) In addition to the registration requirements in this Section 4.2(b), Derivative Claimants also will identify the subject Retired NFL Football Player or deceased Retired NFL Football Player and the relationship by which they assert the right under applicable state law to sue independently or derivatively.

(c) Unless good cause, as set forth in subsection (i), is shown, Settlement Class Members must register on or before 180 days from the date that the Settlement Class Supplemental Notice is posted on the Settlement Website. If a Settlement Class Member does not register by that deadline, that Settlement Class Member will be deemed ineligible for the BAP and BAP Supplemental Benefits, Monetary Awards and Derivative Claimant Awards.

(i) Good cause will include, without limitation, (a) that a Settlement Class Member who is a Representative Claimant had not been ordered by a court or other official of competent jurisdiction to be the authorized representative of the subject deceased or legally incapacitated or incompetent Retired NFL Football Player

prior to the registration deadline (and the Representative Claimant seeks to register within 180 days of authorization by the court or other official of competent jurisdiction), or (b) that the subject Retired NFL Football Player timely registered prior to his death or becoming legally incapacitated or incompetent and his Representative Claimant seeks to register for that Retired NFL Football Player; or (c) that the subject Retired NFL Football Player timely registered and the Derivative Claimant seeks to register within thirty (30) days of that Retired NFL Football Player's submission of a Claim Package.

Section 4.3 Registration Review

(a) Upon receipt of a purported Settlement Class Member's registration, the Claims Administrator will review the information to determine whether the purported Settlement Class Member is a Settlement Class Member under the Settlement Agreement, and whether he or she has timely registered. In order to determine qualification for the BAP, as set forth in Section 5.1, the Claims Administrator will also determine if a registering Retired NFL Football Player has identified his participation in NFL Football that earns him at least one half of an Eligible Season. The Claims Administrator will then issue a favorable or adverse Notice of Registration Determination, within forty-five (45) days of receipt of the purported Settlement Class Member's registration, informing the purported Settlement Class Member whether he or she is a Settlement Class Member who has properly registered. To the extent the volume of registrations warrants, this deadline may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties.

(i) Favorable Notices of Registration Determination will include information regarding the sections of the Settlement Website and/or secure web-based portals that provide detailed information regarding the Claim Package and Monetary Awards, the Derivative Claim Package and Derivative Claimant Awards and, for Settlement Class Members who are Retired NFL Football Players, information regarding the BAP. The Notice of Registration Determination will inform the Settlement Class Member of his or her unique identifying number for future use, including on a Claim Form or Derivative Claimant Form.

(ii) Adverse Notices of Registration Determination will include information regarding how the purported Settlement Class Member can challenge the determination. The purported Settlement Class Member may submit a written challenge to the Claims Administrator within sixty (60) days after the date of the Notice of Registration Determination. The purported Settlement Class Member must present a sworn statement or other evidence in support of any written challenge. The Claims Administrator will make a determination on the written challenge and issue a Notice of Challenge Determination to the purported Settlement Class Member and the NFL Parties informing them of the decision.

(iii) The NFL Parties can challenge, for good cause, a favorable Notice of Registration Determination by submitting a written challenge to the Claims Administrator within sixty (60) days after the date of the Notice of Registration Determination. The NFL Parties must present evidence in support of the written

challenge. The Claims Administrator will make a determination on the written challenge and issue a Notice of Challenge Determination to the purported Settlement Class Member and the NFL Parties informing them of the decision.

(iv) Any Notice of Challenge Determination may be appealed by the purported Settlement Class Member or the NFL Parties, provided that the NFL Parties' appeal is limited to challenging the purported Retired NFL Football Player's or subject Retired NFL Football Player's status as a Retired NFL Football Player, in writing to the Court within sixty (60) days after the date of the Notice of Challenge Determination. The parties may present evidence in support of, or in opposition to, the appeal. The Court will be provided access to all documents and information available to the Claims Administrator to aid in determining the appeal. The Court may, in its discretion, refer the appeal to the Special Master. The decision of the Court or the Special Master shall be final and binding.

(v) If either Co-Lead Class Counsel or Counsel for the NFL Parties believe that the Claims Administrator has issued a Notice of Registration Determination that reflects an improper interpretation of the Settlement Class definition set forth in Section 1.1, such counsel may petition the Court to resolve the issue. The Court may, in its discretion, refer the matter to the Special Master. If the Court or the Special Master determines that the Claims Administrator misinterpreted the Settlement Class definition, the decision of the Court or the Special Master will supersede the prior determination by the Claims Administrator.

ARTICLE V

Baseline Assessment Program

Section 5.1 Qualification. All Retired NFL Football Players with at least one half of an Eligible Season, as defined in Section 2.1(kk), who timely registered to participate in the Class Action Settlement, as set forth in ARTICLE IV, will qualify for the BAP and will be entitled to one (1) baseline assessment examination as provided in Section 5.2. For the avoidance of any doubt, an eligible Retired NFL Football Player who submits a claim for a Monetary Award, whether successful or not, may participate in the BAP, except a Retired NFL Football Player who submits a successful claim for a Monetary Award is not eligible to later receive BAP Supplemental Benefits.

Section 5.2 Scope of Program. The BAP will provide the opportunity for each qualified Retired NFL Football Player, as set forth in Section 5.1, to receive a maximum of one (1) baseline assessment examination, which includes: (a) a standardized neuropsychological examination in accordance with the testing protocol set forth in Exhibit 2 performed by a neuropsychologist certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology, who is a Qualified BAP Provider; and (b) a basic neurological examination performed by a board-certified neurologist who is a Qualified BAP Provider. The diagnosis of Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment and Level 2 Neurocognitive Impairment made pursuant to

the BAP must be agreed to by both the neuropsychologist and board-certified neurologist serving as Qualified BAP Providers. BAP baseline assessment examinations are intended to establish a physician/patient relationship between the Retired NFL Football Player and his Qualified BAP Providers. Retired NFL Football Players diagnosed during their BAP baseline assessment examinations by Qualified BAP Providers with Level 1 Neurocognitive Impairment will be eligible to receive BAP Supplemental Benefits, as set forth in Section 5.11. For the avoidance of any doubt, a Qualifying Diagnosis of Alzheimer's Disease, Parkinson's Disease, ALS or Death with CTE shall not be made through the BAP baseline assessment examination.

Section 5.3 Deadline for BAP Baseline Assessment Examination. A Retired NFL Football Player electing to receive a BAP baseline assessment examination must take it: (i) within two (2) years of the commencement of the BAP if he is age 43 or older on the Effective Date; or (ii) if he is younger than age 43 on the Effective Date, before his 45th birthday or within ten (10) years of the commencement of the BAP, whichever occurs earlier. For the avoidance of any doubt, there shall be no baseline assessment examinations after the tenth anniversary of the commencement of the BAP.

Section 5.4 Monetary Award Offset. If a Retired NFL Football Player in Subclass 1 chooses not to participate in the BAP and receives a Qualifying Diagnosis on or after the Effective Date, that Retired NFL Football Player will be subject to a Monetary Award Offset (as set forth in Section 6.7(b)(iv)) based on his non-participation in the BAP unless the Qualifying Diagnosis is of ALS or if he receives any Qualifying Diagnosis other than ALS prior to his deadline to receive a BAP baseline assessment examination as set forth in Section 5.3. This Offset does not apply to a Retired NFL Football Player who is in Subclass 2.

Section 5.5 BAP Term. The BAP will commence one hundred and twenty (120) days after the Settlement Class Supplemental Notice is posted on the Settlement Website and will end ten (10) years after it commences, except that the provision of BAP Supplemental Benefits to Retired NFL Football Players diagnosed with Level 1 Neurocognitive Impairment, as set forth in Exhibit 1, may extend beyond the term of the BAP for up to five (5) years as set forth in Section 5.11. Retired NFL Football Players who are qualified, as set forth in Section 5.1, will be entitled to one (1) baseline assessment examination within the applicable time limitations set forth in Section 5.3.

Section 5.6 BAP Administrator

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel will request that the Court appoint The Garretson Resolution Group, Inc. ("Garretson Group") as BAP Administrator. Within ten (10) days after the Effective Date, Co-Lead Class Counsel will retain the BAP Administrator appointed by the Court.

(iv) The Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) will oversee the BAP Administrator, and may, at his or her sole discretion, request reports or information from the BAP Administrator.

(vi) Beginning on the first January after the Effective Date, the BAP Administrator will provide annual financial reports to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties, based on information from the preceding year, regarding: (a) the number of Retired NFL Football Players who took part in the BAP; (b) the monetary amount paid to Qualified BAP Providers; (c) the number of Retired NFL Football Players eligible for BAP Supplemental Benefits; (d) the

expenses/administrative costs incurred by the BAP Administrator; (e) the projected expenses/administrative costs for the remainder of the BAP, including the five-year period for the provision of BAP Supplemental Benefits as set forth in Sections 5.5 and 5.11; (f) the monies remaining in the BAP Fund; and (g) any other information reasonably requested by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, or Counsel for the NFL Parties.

(b) Compensation and Expenses. Reasonable compensation of the BAP Administrator, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and reasonable out-of-pocket costs and expenses directly incurred as a result of the BAP Administrator's responsibilities will be paid out of the BAP Fund. The BAP Administrator shall submit an annual budget to the Court for review and approval. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the reasonableness of the BAP Administrator's out-of-pocket costs and expenses, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the reasonableness of such costs and expenses. If the Court or Special Master, as applicable, determines that any costs and expenses are unreasonable, the BAP Administrator will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the BAP Administrator will refund that amount to the BAP Fund.

(c) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of the BAP Administrator.

(d) Replacement. The BAP Administrator may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If the BAP Administrator resigns, dies, is replaced, or is otherwise unable to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties will agree to and jointly recommend a new proposed BAP Administrator for appointment by the Court.

(e) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, the Special Master and the BAP Administrator will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the BAP Administrator, including, without limitation, its executive leadership team and all employees conducting BAP-related work, on the one hand, and Settlement Class Members (and counsel individually representing them, if any), the NFL Parties, Counsel for the NFL Parties, or the Special Master, on the other hand. Co-Lead Class Counsel, Counsel for the NFL Parties, and the BAP Administrator, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) may modify such procedures in the future, if appropriate. Notwithstanding anything herein to the contrary, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master understand that the BAP Administrator regularly provides settlement administration, lien resolution, and other related services to settling parties and their attorneys, and Co-Lead

Class Counsel, Counsel for the NFL Parties, and the Special Master acknowledge and agree that it shall not be a conflict of interest for the BAP Administrator to provide such services to such individuals or to receive compensation for such work.

Section 5.7 Retention and Oversight of Qualified BAP Providers and Qualified BAP Pharmacy Vendor(s)

(a) Qualified BAP Providers

(i) Within ninety (90) days after the Effective Date, the BAP Administrator will establish and maintain a network of Qualified BAP Providers to provide baseline assessment examinations to Retired NFL Football Players, and to provide medical treatment to Retired NFL Football Players who receive BAP Supplemental Benefits, as set forth in Section 5.11. The BAP Administrator's selection of all Qualified BAP Providers will be subject to written approval of Co-Lead Class Counsel and Counsel for the NFL Parties, each of which will have the unconditional right to veto the selection of twenty (20) Qualified BAP Providers, in addition to the unconditional right to veto the selection of any Qualified BAP Provider who has served or is serving as a litigation expert consultant or expert witness for a party or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint since July 1, 2011. Thereafter, the BAP Administrator may select additional Qualified BAP Providers during the term of the BAP to the extent necessary to effectuate network coverage, subject to written approval of Co-Lead Class Counsel and Counsel for the NFL Parties. Co-Lead Class Counsel and Counsel for the NFL Parties each shall accrue five (5) additional unconditional veto rights for every fifty (50) new Qualified BAP Providers selected and approved during the term of the BAP, and shall retain the unconditional right to veto the selection of any Qualified BAP Provider who has served or is serving as a litigation expert consultant or expert witness for a party or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint since July 1, 2011.

(ii) The BAP Administrator will select Qualified BAP Providers based on the following criteria: (a) education, training, licensing, credentialing, board certification, and insurance coverage; (b) ability to provide the specified baseline assessment examinations under the BAP; (c) ability to provide medical services under the BAP Supplemental Benefits; (d) ability to provide all required examinations and services in a timely manner; (e) geographic proximity to Retired NFL Football Players; and (f) rate structure and payment terms. Under no circumstances will a Qualified BAP Provider be selected or approved who has been convicted of a crime of dishonesty, or who is serving on or after the Final Approval Date as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint. If selected and approved, under no circumstances shall a Qualified BAP Provider continue to serve in that role if convicted of a crime of dishonesty and/or thereafter retained as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint.

(iii) In order to be eligible for selection, each Qualified BAP Provider must provide the following information to the BAP Administrator: (a) state professional license number; (b) National Provider Identifier; (c) board-certification information, if any; (d) evidence of proper licensing and insurance coverage under applicable state laws; (e) experience, including number of years as a healthcare provider; (f) primary and additional service locations; (g) mailing and billing addresses; (h) tax identification information; (i) ability to provide the specified baseline assessment examinations; (j) capacity for new patients; (k) appointment accessibility; (l) languages spoken; (m) criminal record; (n) the percentage of his/her practice related to litigation expert/consulting engagements, including the relative percentage of such expert/consulting performed for plaintiffs, defendants and court/administrative bodies, and a general description of such engagements, since July 1, 2011; (o) list of all litigation-related engagements as a litigation expert consultant or expert witness arising out of, or relating to, head, brain and/or cognitive injury of athletes; (p) a general description of any past or present salaried, or other professional or consulting relationships with the NFL Parties or Member Clubs; and (q) such other information as the BAP Administrator may reasonably request.

(iv) The BAP Administrator will enter into a written contract with each Qualified BAP Provider (the "Provider Contract") to provide the specified baseline assessment examinations under the BAP and authorized medical services under the BAP Supplemental Benefits. The Provider Contract will include, among other things, a description of the baseline assessment examinations that will be provided under the BAP; rates, billing, and payment terms; terms relating to licensing, credentials, board certification, and other qualifications; the amount and type of insurance to be maintained by the Qualified BAP Provider; procedures for scheduling, rescheduling, and cancelling BAP appointments; document retention policies and procedures; and fraud policies. The Provider Contract will further provide: (a) that the Qualified BAP Provider will release and hold harmless the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, and Claims Administrator from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from or related to the services provided by that Qualified BAP Provider as part of the BAP; (b) that the Qualified BAP Provider will not seek payment from the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, or Claims Administrator for any medical service(s), examination(s), and/or test(s) or any medical treatment or care that are not part of the specified baseline assessment examinations or authorized for payment under the terms of the BAP Supplemental Benefits, except that the Qualified BAP Provider may seek payment from a Retired NFL Football Player or, where applicable, his or her insurer for any medical service(s), examination(s), and/or test(s) or any medical treatment or care that are not part of the specified baseline assessment examinations or BAP Supplemental Benefits, where the Retired NFL Football Player, or, where applicable, his or her insurer, has agreed in writing to authorize and pay for such medical service(s), examination(s), and/or test(s) or any medical treatment or care; and (c) that the Qualified BAP Provider will retain medical records for Retired NFL Football Players in accordance with Section 5.10.

(1) The Provider Contract will be drafted by the BAP Administrator, as overseen by the Special Master, and in consultation with and subject to the approval of, Co-Lead Class Counsel and Counsel for the NFL Parties.

(2) The Provider Contract's fraud policies will contain the following warning against fraudulent conduct: "As a Qualified BAP Provider you have agreed to provide your services and make your diagnosis in good faith in accordance with best medical practices. Your diagnoses and billings will be audited on a periodic and random basis subject to the discretion of the BAP Administrator and Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof). Any finding of fraudulent diagnoses or billings by you will be subject to, without limitation, referral to appropriate regulatory and disciplinary boards and agencies and/or federal authorities, the immediate termination of this contract, and your disqualification from serving as a diagnosing physician in any aspect of the Class Action Settlement."

(v) The BAP Administrator will audit the credentialing and performance of Qualified BAP Providers on an annual (or, as needed, more frequent) basis. The criteria and process for the audit will be overseen by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) and subject to the approval of Co-Lead Class Counsel and Counsel for the NFL Parties, except Co-Lead Class Counsel or Counsel for the NFL Parties shall maintain the right to order audits of specific Qualified BAP Providers under this subparagraph, on the basis of good cause, at any time during the BAP, including the five-year period for the provision of BAP Supplemental Benefits as set forth in Sections 5.5 and 5.11. The BAP Administrator may conduct onsite visits at the locations of Qualified BAP Providers on a random or adverse selection basis to confirm their compliance with the Provider Contract described in Section 5.7(a)(iv).

(vi) All Qualified BAP Providers will bill the BAP Administrator directly for any services rendered pursuant to the terms and conditions of the BAP. The BAP Administrator will establish procedures to ensure that the BAP Fund is the primary payer for BAP baseline assessment examinations and treatments under the BAP Supplemental Benefits, subject to the coverage limits of the BAP Supplemental Benefits, consistent with the Provider Contract, which will be executed by the BAP Administrator and each participating Qualified BAP Provider. The BAP Administrator will establish and administer a system to audit Qualified BAP Providers' procedures for billing and providing BAP baseline assessment examinations and BAP Supplemental Benefits treatments. This audit system will be designed to detect billing errors that could result in overpayment or the payment of unauthorized medical services. The BAP Administrator will bring abusive and fraudulent Qualified BAP Provider billings to the attention of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties.

(vii) The BAP Administrator may terminate the Provider Contract of any Qualified BAP Providers that are not in compliance with its terms, or for other cause.

(b) Qualified Pharmacy Vendor(s)

(i) Within ninety (90) days after the Effective Date, the BAP Administrator will contract with one or more Qualified BAP Pharmacy Vendor(s) to provide pharmaceuticals covered by the BAP Supplemental Benefits, as set forth in Section 5.11. The BAP Administrator's selection of the Qualified BAP Pharmacy Vendor(s) will be subject to written approval of the Special Master, in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties.

(ii) The BAP Administrator will select Qualified BAP Pharmacy Vendor(s) based on the following criteria: (a) proper licensing for operation as a mail order pharmacy in all U.S. states and territories; (b) nationwide coverage and ease of administration; and (c) rate structure and payment terms.

(iii) In order to be eligible for selection, each Qualified BAP Pharmacy Vendor must provide the following information to the BAP Administrator: (a) federal DEA and/or state license numbers, as applicable; (b) evidence of proper licensing under applicable state laws; (c) experience, including number of years as a mail order pharmacy; (d) information about processes required to submit and fulfill mail order prescriptions; (e) average processing and delivery time from submission of a valid prescription; (f) policies related to generic substitution of name-brand pharmaceutical products; (g) mailing and billing addresses; (h) tax identification information; (i) languages spoken; and (j) such other information as the BAP Administrator may reasonably request.

(iv) The BAP Administrator will enter into a written contract with each Qualified BAP Pharmacy Vendor (the "Pharmacy Contract") to provide the pharmaceuticals covered under the BAP Supplemental Benefits. The Pharmacy Contract will include, among other things, a description of the pharmaceutical therapies that will be covered under the BAP Supplemental Benefits; rates, billing, and payment terms; terms relating to qualifications; procedures for submitting, filling, and shipping prescriptions; document retention policies and procedures; and fraud policies. The Pharmacy Contract will further provide: (a) that the Qualified BAP Pharmacy Vendor will release and hold harmless the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, and Claims Administrator from any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, arising from or related to the services provided by that Qualified BAP Pharmacy Vendor as part of the BAP; and (b) that the Qualified BAP Pharmacy Vendor will not seek payment from the Parties, Class Counsel, Counsel for the NFL Parties, Special Master, BAP Administrator, or Claims Administrator for any prescriptions that are authorized for payment under the terms of the BAP Supplemental Benefits.

(v) The BAP Administrator will audit the performance of Qualified BAP Pharmacy Vendor(s) on an annual (or, as needed, more frequent) basis. The criteria and process for the audit will be overseen by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) and subject to the approval of Co-Lead Class Counsel and Counsel for the NFL.

(vi) All Qualified BAP Pharmacy Vendors will be reimbursed by the BAP Administrator directly for any services rendered pursuant to the terms and conditions of the BAP, subject to the coverage limits of the BAP Supplemental Benefits. The BAP Administrator will establish procedures to ensure that the BAP Fund is the primary payer for covered prescriptions consistent with the Pharmacy Contract, which will be executed by the BAP Administrator and each participating Qualified BAP Provider. The BAP Administrator will establish and administer a system to audit Qualified BAP Pharmacy Vendor(s)' procedures for billing and providing approved BAP Supplemental Benefits prescriptions. This audit system will be designed to detect billing errors that could result in overpayment or the payment of unauthorized prescriptions. The BAP Administrator will bring abusive and fraudulent Qualified BAP Pharmacy Vendor billings to the attention of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties.

(vii) The BAP Administrator may terminate the Pharmacy Contract of any Qualified BAP Pharmacy Vendor that is not in compliance with its terms, or for other cause.

Section 5.8 Scheduling and Providing Baseline Assessment Examinations. The Parties will establish, subject to Court approval, processes and procedures governing the scheduling and provision of BAP examinations.

Section 5.9 Other Communications with Retired NFL Football Players

(a) The BAP Administrator will send an Explanation of Benefits ("EOB") statement to each Retired NFL Football Player following a BAP appointment. The statement will describe the services and medical examinations that were performed during the appointment.

(b) Beginning one (1) year after the Effective Date of the Settlement Agreement, the BAP Administrator will send Retired NFL Football Players who have not received baseline assessments and remain eligible to do so, an annual statement describing the BAP and requesting that they update any contact information that has changed in the preceding year.

(c) If a Retired NFL Football Player is represented by counsel and has provided such notice to the BAP Administrator, the BAP Administrator will copy his counsel of record on any written communications with the Retired NFL Football Player.

Section 5.10 Use and Retention of Medical Records

(a) All Retired NFL Football Players who participate in the BAP will be encouraged to provide their confidential medical records for use in medical research into cognitive impairment and safety and injury prevention with respect to football players. The provision of such medical records shall be subject to the reasonable informed consent of the Retired NFL Football Players, and in compliance with applicable law, including a HIPAA-compliant authorization form. Medical records and information used in medical research will be kept confidential.

(b) The BAP Administrator will retain the medical records of Retired NFL Football Players and other program-defined forms that must be completed by the Qualified BAP Providers.

(c) Qualified BAP Providers who provide BAP baseline assessment examinations will be required to retain all medical records from such visits in compliance with applicable state and federal laws; provided, however, that each Qualified BAP Provider will be required to retain all medical records in the format(s) prescribed by applicable state and federal laws and, notwithstanding any shorter time period permitted under applicable laws, will be required to retain such medical records for not less than ten (10) years after the conclusion of the BAP term.

(d) All Retired NFL Football Player medical records will be treated as confidential, as set forth in Section 17.2.

Section 5.11 BAP Supplemental Benefits. Each Retired NFL Football Player diagnosed by Qualified BAP Providers with a Level 1 Neurocognitive Impairment, as defined in Exhibit 1, shall be eligible for BAP Supplemental Benefits related to the Retired NFL Football Player's impairment in the form of medical treatment, counseling and/or examination by Qualified BAP Providers, including, if medically needed and prescribed by a Qualified BAP Provider, pharmaceuticals by Qualified BAP Pharmacy Vendor(s). BAP Supplemental Benefits shall comprise medical treatments and/or examinations generally accepted by the medical community. The BAP Supplemental Benefits must be used within the term of the BAP or within five (5) years of diagnosis of Level 1 Neurocognitive Impairment by Qualified BAP Providers, even if the five (5) year period extends beyond the term of the BAP, whichever is later. The BAP Administrator, as overseen by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), and in consultation with, and subject to the approval of, Co-Lead Class Counsel and Counsel for the NFL Parties, will establish the procedures governing BAP Supplemental Benefits.

Section 5.12 Diagnosing Physician Certifications. Qualified BAP Providers who diagnose a Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment, as set forth in Exhibit 1, must support that diagnosis with a Diagnosing Physician Certification and supporting medical records. The Qualified BAP Provider must provide the Diagnosing Physician Certification and

Section 5.14 Funding.

(b) In order to ensure sufficient funds to pay for a baseline assessment examination for each eligible Retired NFL Football Player, as set forth in Section 5.2 and subject to Sections 5.14(a), 23.1(b) and 23.3(d) of this Agreement, the maximum per player BAP Supplemental Benefit payable under this Section, taking into account such factors as the number of Retired NFL Football Players using the BAP and diagnosed with Level 1 Neurocognitive Impairment, shall be determined on the one-year anniversary of the commencement of the BAP by Co-Lead Class Counsel and Counsel for the NFL Parties, in consultation with the BAP Administrator, and with the approval of the Court. The maximum per player benefit will be set at a sufficient level to ensure that there will be sufficient funds, without exceeding the Seventy-Five Million United States Dollars (U.S. \$75,000,000) cap on the BAP Fund, to pay for every eligible Retired NFL

Football Player to receive one baseline assessment examination. At the conclusion of the term of the BAP, and at such other times as the Court may direct or as may be requested by Co-Lead Class Counsel or Counsel for the NFL Parties, Co-Lead Class Counsel and Counsel for the NFL Parties will review and adjust, if necessary, this maximum benefit, in consultation with the BAP Administrator and with the approval of the Court, to ensure that there are sufficient funds to pay for all baseline assessment examinations without exceeding the Seventy-Five Million United States Dollar (U.S. \$75,000,000) cap on the BAP Fund.

ARTICLE VI

Monetary Awards for Qualifying Diagnoses

Section 6.1 Eligible Retired NFL Football Players and Representative Claimants will be entitled to Monetary Awards as set forth in this Article.

Section 6.2 Eligibility

(a) A Settlement Class Member who is a Retired NFL Football Player or Representative Claimant is eligible for a Monetary Award if, and only if: (i) the Settlement Class Member timely registered to participate in the Class Action Settlement, as set forth in Section 4.2; (ii) the subject Retired NFL Football Player or deceased Retired NFL Football Player was diagnosed with a Qualifying Diagnosis; and (iii) the Settlement Class Member timely submits a Claim Package, subject to the terms and conditions set forth in ARTICLE VIII.

(b) A Representative Claimant of a deceased Retired NFL Football Player will be eligible for a Monetary Award only if the deceased Retired NFL Football Player died on or after January 1, 2006, or if the Court determines that a wrongful death or survival claim filed by the Representative Claimant would not be barred by the statute of limitations under applicable state law as of: (i) the date the Representative Claimant filed litigation against the NFL (and, where applicable, NFL Properties) relating to the subject matter of these lawsuits, if such a wrongful death or survival claim was filed prior to the Settlement Date; or (ii) the Settlement Date, where no such suit has previously been filed.

Section 6.3 Qualifying Diagnoses

(a) The following, as defined in Exhibit 1, are Qualifying Diagnoses eligible for a Monetary Award: (a) Level 1.5 Neurocognitive Impairment; (b) Level 2 Neurocognitive Impairment; (c) Alzheimer's Disease; (d) Parkinson's Disease; (e) Death with CTE; and (f) ALS. All Qualifying Diagnoses must be made by properly credentialed physicians as set forth below for the particular Qualifying Diagnosis, consistent with Exhibit 1 (Injury Definitions).

(b) Following the Effective Date, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS shall be made only by Qualified MAF Physicians, except that a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment or Level 2

Neurocognitive Impairment may also be made by Qualified BAP Providers as set forth in Section 5.2 and consistent with the terms of Exhibit 1 (Injury Definitions).

(i) Any licensed neuropsychologist who assists a Qualified MAF Physician in making a Qualifying Diagnosis must be certified by the American Board of Professional Psychology (ABPP) or the American Board of Clinical Neuropsychology (ABCN), a member board of the American Board of Professional Psychology, in the specialty of Clinical Neuropsychology.

(c) From the date of the Preliminary Approval and Class Certification Order through the Effective Date, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS shall be made only by board-certified neurologists, board-certified neurosurgeons, or other board-certified neuro-specialist physicians, except as set forth in Section 6.3(e).

(d) Prior to the date of the Preliminary Approval and Class Certification Order, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS shall be made only by board-certified neurologists, board-certified neurosurgeons, or other board-certified neuro-specialist physicians, or otherwise qualified neurologists, neurosurgeons, or other neuro-specialist physicians, except as set forth in Section 6.3(e).

(e) For a Retired NFL Football Player deceased prior to the Effective Date, a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS, which was rendered while the Retired NFL Football Player was living by a physician not otherwise identified in Sections 6.3 (b)-(d) but who has sufficient qualifications (i) in the field of neurology to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS, or (ii) in the field of neurocognitive disorders to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment, is permitted.

(f) A Qualifying Diagnosis of Death with CTE shall be made only for Retired NFL Football Players who died prior to the date of the Preliminary Approval and Class Certification Order, through a post-mortem diagnosis by a board-certified neuropathologist of CTE.

Section 6.4 Qualifying Diagnosis Review by Appeals Advisory Panel.

(a) A member of the Appeals Advisory Panel must review, as set forth in Section 6.4(b), Qualifying Diagnoses made prior to the Effective Date by:

(i) A board-certified neurologist, board-certified neurosurgeon, or other board-certified neuro-specialist physician, who is not a Qualified MAF Physician, between July 1, 2011 and the Effective Date;

(ii) A neurologist, neurosurgeon, or other neuro-specialist physician, who is not board-certified but is otherwise qualified; and

(iii) A physician who is not a Qualified MAF Physician and who is not otherwise identified in Section 6.4(a)(i)-(ii) but who has sufficient qualifications (i) in the field of neurology to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, or ALS, or (ii) in the field of neurocognitive disorders to make a Qualifying Diagnosis of Level 1.5 Neurocognitive Impairment or Level 2 Neurocognitive Impairment.

(b) If a review of a Qualifying Diagnosis by a member of the Appeals Advisory Panel is required by Section 6.4(a), the contents of the Claim Package relevant to the Qualifying Diagnosis, including the Claim Form, the Diagnosing Physician Certification, medical records supporting and reflecting the Qualifying Diagnosis, and any other related materials concerning the Qualifying Diagnosis, shall be submitted to a member of the Appeals Advisory Panel for review. The Appeals Advisory Panel member will determine whether the Retired NFL Football Player or deceased Retired NFL Football Player has the Qualifying Diagnosis reported in the Diagnosing Physician Certification, or, where there is no Diagnosing Physician Certification as set forth in Section 8.2(a)(i), reported in the Claim Package submitted by the Representative Claimant. The Appeals Advisory Panel member shall review the Qualifying Diagnosis based on principles generally consistent with the diagnostic criteria set forth in Exhibit 1 (Injury Definitions), including consideration of, without limitation, the qualifications of the diagnosing physician, the supporting medical records and the year and state of medicine in which the Qualifying Diagnosis was made. The Appeals Advisory Panel member also shall confirm that the Qualifying Diagnosis was made by an appropriate physician as set forth in Section 6.3. For the avoidance of any doubt, the review of whether a Qualifying Diagnosis is based on principles generally consistent with the diagnostic criteria set forth in Exhibit 1 (Injury Definitions) does not require identical diagnostic criteria, including without limitation, the same testing protocols or documentation requirements.

(i) The review by a member of the Appeals Advisory Panel under this subsection, absent extraordinary circumstances impacting the schedule of such member, shall be completed within forty-five (45) days of the date on which he or she receives a Settlement Class Member's file, except such time limit may be altered to the extent the volume of files warrants, either by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), or by application by Co-Lead Class Counsel or Counsel for the NFL Parties to the Court. The Qualifying Diagnoses shall generally be reviewed in the order in which they are received.

Section 6.5 Qualified MAF Physicians

(a) Within ninety (90) days after the Effective Date, the Claims Administrator will establish and maintain a list of Qualified MAF Physicians eligible to provide Qualifying Diagnoses. Each Qualified MAF Physician shall be approved by Co-Lead Class Counsel and Counsel for the NFL Parties, which approval shall not be unreasonably withheld. To the extent a Retired NFL Football Player is examined by a Qualified MAF Physician, such visit and examination shall be at the Retired NFL Football Player's own expense.

(b) The Claims Administrator will select Qualified MAF Physicians based on the following criteria: (a) education, training, licensing, credentialing, board certification, and insurance coverage; (b) ability to provide the specified examinations necessary to make Qualifying Diagnoses; (c) ability to provide all required examinations and services in a timely manner; (d) insurance accessibility; and (e) geographic proximity to Retired NFL Football Players. Under no circumstances will a Qualified MAF Physician be selected or approved who has been convicted of a crime of dishonesty, or who is serving on or after the Final Approval Date as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint. If selected and approved, under no circumstances shall a Qualified MAF Physician continue to serve in that role if convicted of a crime of dishonesty and/or thereafter retained as a litigation expert consultant or expert witness for an Opt Out, or his, her or its counsel in connection with litigation relating to the subject matter of the Class Action Complaint.

(c) In order to be eligible for selection, each Qualified MAF Physician must provide the following information to the Claims Administrator: (a) state professional license number; (b) National Provider Identifier; (c) board-certification information; (d) evidence of proper licensing and insurance coverage under applicable state laws; (e) experience, including number of years as a healthcare provider; (f) primary and additional service locations; (g) mailing and billing addresses; (h) tax identification information; (i) ability to provide all required examinations and services in a timely manner; (j) capacity for new patients; (k) appointment accessibility; (l) languages spoken; (m) criminal record; (n) the percentage of his/her practice related to litigation expert/consulting engagements, including the relative percentage of such expert/consulting performed for plaintiffs, defendants, and court/administrative bodies, and a general description of such engagements, since July 1, 2011; (o) list of all litigation-related engagements as a litigation expert consultant or expert witness arising out of, or relating to, head, brain and/or cognitive injury of athletes; (p) a general description of any past or present salaried, or other professional or consulting relationships with the NFL Parties or Member Clubs; and (q) such other information as the Claims Administrator may reasonably request.

Section 6.6 Modification of Qualifying Diagnoses

(a) Subject to the constraints of Section 6.6(b), following the Effective Date, on a periodic basis not to exceed once every ten (10) years, Co-Lead

Class Counsel and Counsel for the NFL Parties agree to discuss in good faith possible prospective modifications to the definitions of Qualifying Diagnoses and/or the protocols for making Qualifying Diagnoses, in light of generally accepted advances in medical science. No such modifications can be made absent written agreement between Co-Lead Class Counsel and Counsel for the NFL Parties and approval by the Court, and neither Co-Lead Class Counsel nor Counsel for the NFL Parties shall seek modification to the definitions of Qualifying Diagnoses and/or the protocols for making Qualifying Diagnoses other than with the written agreement of the other regarding such modifications.

(b) Monetary Awards, consistent with the terms of this Settlement Agreement, shall compensate Settlement Class Members only in circumstances where a Retired NFL Football Player manifests actual cognitive impairment and/or actual neuromuscular impairment, or a deceased Retired NFL Football Player manifested actual cognitive impairment and/or actual neuromuscular impairment while living. For the avoidance of any doubt, the identification of a condition—for example, through a blood test, genetic test, imaging technique, or otherwise—that has not yet resulted in actual cognitive impairment and/or actual neuromuscular impairment experienced by the Retired NFL Football Player does not qualify as a Qualifying Diagnosis. As such, Co-Lead Class Counsel and Counsel for the NFL Parties have defined the Qualifying Diagnoses to require an actual manifestation of cognitive impairment and/or an actual manifestation of neuromuscular impairment. Consistent with Section 6.6(a), Co-Lead Class Counsel and Counsel for the NFL Parties will address possible advances in science to effectuate this mutual intent. For the avoidance of doubt, this subsection does not apply to the Qualifying Diagnosis of Death with CTE. This subsection also does not alter the Qualifying Diagnoses definitions, as set forth in Exhibit 1.

(c) In no event will modifications be made to the Monetary Award levels in the Monetary Award Grid, except for inflation adjustment(s) as set forth in Section 6.9.

Section 6.7 Determination of Monetary Awards

(a) Settlement Class Members who the Claims Administrator determines are entitled to Monetary Awards will be compensated in accordance with the terms of the Monetary Award Grid and all applicable Offsets, as set forth in Exhibit 3 and below, except such compensation will be reduced by one percent (1%) to the extent that any Derivative Claimants submit for, and are entitled to, a Derivative Claimant Award based upon their relationships with the Retired NFL Football Player, as set forth in ARTICLE VII.

(b) Offsets. All Monetary Awards will be subject to downward adjustments, including based on a Settlement Class Member's age at the time of the Qualifying Diagnosis (as reflected in the Monetary Award Grid, as set forth in Exhibit 3), and as follows:

(i) Number of Eligible Seasons:

- (1) 4.5 Eligible Seasons: - 10%
- (2) 4 Eligible Seasons: - 20%
- (3) 3.5 Eligible Seasons: - 30%
- (4) 3 Eligible Seasons: - 40%
- (5) 2.5 Eligible Seasons: - 50%
- (6) 2 Eligible Seasons: - 60%
- (7) 1.5 Eligible Seasons: - 70%
- (8) 1 Eligible Season: - 80%
- (9) 0.5 Eligible Seasons: - 90%
- (10) 0 Eligible Seasons: - 97.5%

(ii) Medically diagnosed Stroke occurring prior to a Qualifying Diagnosis: - 75%

(iii) Medically diagnosed Traumatic Brain Injury occurring prior to a Qualifying Diagnosis: - 75%

(iv) Non-participation in the BAP by a Retired NFL Football Player in Subclass 1, except where the Qualifying Diagnosis is of ALS or if he receives any Qualifying Diagnosis prior to his deadline to receive a BAP baseline assessment examination as set forth in Section 5.3: - 10%

(c) For purposes of calculating the total number of Eligible Seasons earned by a Retired NFL Football Player or deceased Retired NFL Football Player under this Settlement Agreement, each Eligible Season and each half of an Eligible Season for which the subject Retired NFL Football Player did not otherwise earn an Eligible Season, will be summed together to reach a total number of Eligible Seasons (e.g., 3.5 Eligible Seasons).

(i) For the avoidance of any doubt, seasons in the World League of American Football, the NFL Europe League, or the NFL Europa League are specifically excluded from the calculation of an Eligible Season.

(d) If the Retired NFL Football Player receives a Qualifying Diagnosis prior to a medically diagnosed Stroke or a medically diagnosed Traumatic Brain Injury, then the 75% Offset for medically diagnosed Stroke or medically diagnosed Traumatic Brain Injury will not apply. If the Retired NFL Football Player receives a Qualifying Diagnosis subsequent to a medically diagnosed Stroke or a medically

diagnosed Traumatic Brain Injury, and if the Settlement Class Member demonstrates, by clear and convincing evidence, that the Qualifying Diagnosis was not causally related to the Stroke or the Traumatic Brain Injury, then the 75% Offset will not apply.

(e) Multiple Offsets will be applied individually and in a serial manner to any Monetary Award. For example, if the Monetary Award before the application of Offsets is \$1,000,000, and two 10% Offsets apply, there will be a 19% aggregate downward adjustment of the award (*i.e.*, application of the first Offset will reduce the award by 10%, or \$100,000, to \$900,000, and application of the second Offset will reduce the award by an additional 10%, or \$90,000, to \$810,000).

Section 6.8 Supplemental Monetary Awards. If, during the term of the Monetary Award Fund, a Retired NFL Football Player who has received a Monetary Award based on a certain Qualifying Diagnosis subsequently is diagnosed with a different Qualifying Diagnosis, the Retired NFL Football Player (or his Representative Claimant, if applicable) may be entitled to a Supplemental Monetary Award. If the Monetary Award level in the Monetary Award Grid (“Grid Level”) for the subsequent Qualifying Diagnosis is greater than the Grid Level for the earlier Qualifying Diagnosis, the Retired NFL Football Player (or his Representative Claimant, if applicable) will be entitled to a payment that is equal to the Grid Level for the subsequent Qualifying Diagnosis, after application of all applicable Offsets, minus the Grid Level for the earlier Qualifying Diagnosis, after application of all applicable Offsets, but prior to any deductions for the satisfaction of Liens. In other words, any amounts deducted from the earlier Monetary Award to satisfy Liens will not be considered in the calculation of the Supplemental Monetary Award, which may also require an amount deducted to satisfy any subsequent Liens. (By way of example only, a Retired NFL Football Player who receives a Monetary Award for Level 1.5 Neurocognitive Impairment that is \$1,000,000 after application of all Offsets, which is then reduced by \$20,000 to \$980,000 to satisfy a Lien, and who later receives a Qualifying Diagnosis for Level 2 Neurocognitive Impairment that would pay \$1,200,000 after application of all Offsets, where there are no additional Liens, shall be entitled to a Supplemental Monetary Award of \$200,000.)

Section 6.9 Inflation Adjustment. Monetary Award amounts set forth in Exhibit 3 will be subject to an annual inflation adjustment, beginning one year after the Effective Date, not to exceed two and a half percent (2.5%), the precise amount subject to the sound judgment of the Special Master (or the Court after expiration of the term of the Special Master) based on consideration of the Consumer Price Index for Urban Consumers (CPI-U).

Section 6.10 Monetary Award Fund Term. The Monetary Award Fund will commence on the Effective Date and will end sixty-five (65) years after the Effective Date.

ARTICLE VII

Derivative Claimant Awards

Section 7.1 All Settlement Class Members who are Derivative Claimants seeking Derivative Claimant Awards must do so through the submission of Derivative Claim Packages containing all required proof, as set forth in Section 8.2(b).

Section 7.2 Eligibility. A Settlement Class Member who is a Derivative Claimant is entitled to a Derivative Claimant Award if, and only if: (a) the Derivative Claimant timely registered to participate in the Class Action Settlement, as set forth in Section 4.2; (b) the Retired NFL Football Player through whom the relationship is the basis of the claim (or the Representative Claimant of a deceased or legally incapacitated or incompetent Retired NFL Football Player through whom the relationship is the basis of the claim) has received a Monetary Award; (c) the Settlement Class Member timely submits a Derivative Claim Package, subject to the terms and conditions set forth in ARTICLE VIII; and (d) the Claims Administrator determines, based on a review of the records provided in the Derivative Claim Package and applicable state law, that the Derivative Claimant has a relationship with the subject Retired NFL Football Player that properly and legally provides the right under applicable state law to sue independently and derivatively.

Section 7.3 Determination of Derivative Claimant Awards. Settlement Class Members who the Claims Administrator determines are entitled to Derivative Claimant Awards will be compensated from the Monetary Award of the Retired NFL Football Player through whom the relationship is the basis of the claim (or his Representative Claimant), and from any Supplemental Monetary Award, in the amount of one percent (1%) of that Monetary Award and any Supplemental Monetary Award. If there are multiple Derivative Claimants asserting valid claims based on the same subject Retired NFL Football Player, the Claims Administrator will divide and distribute the Derivative Claimant Award among those Derivative Claimants pursuant to the laws of the domicile of the Retired NFL Football Player (or his Representative Claimant, if any).

ARTICLE VIII

Submission and Review of Claim Packages and Derivative Claim Packages

Section 8.1 All Settlement Class Members applying for Monetary Awards or Derivative Claimant Awards must submit Claim Packages or Derivative Claim Packages to the Claims Administrator.

Section 8.2 Content

(a) The content of Claim Packages will be agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and will include, without limitation: (i) a Claim Form with the Personal Signature of the Retired NFL Football Player (or Representative Claimant) either on the Claim Form or on an acknowledgement form verifying the contents of the Claim Form; (ii) a Diagnosing Physician Certification;

(iii) medical records reflecting the Qualifying Diagnosis; (iv) a HIPAA-compliant authorization form; and (v) records in the possession, custody or control of the Settlement Class Member demonstrating employment and participation in NFL Football.

(i) Representative Claimants of Retired NFL Football Players who died prior to the Effective Date do not need to include a Diagnosing Physician Certification in the Claim Package if the physician who provided the Qualifying Diagnosis, as set forth in Exhibit 1, also died prior to the Effective Date or was deemed by a court of competent jurisdiction legally incapacitated or incompetent prior to the Effective Date. Instead, the Representative Claimant must provide evidence of that physician's death, incapacity or incompetence and of the qualifications of the diagnosing physician. For the avoidance of any doubt, all other content of Claim Packages must be submitted, including medical records reflecting the Qualifying Diagnosis.

(ii) In cases where a Retired NFL Football Player has received a Qualifying Diagnosis and the diagnosing physician who provided the Qualifying Diagnosis, as set forth in Exhibit 1, has died or has been deemed by a court of competent jurisdiction legally incapacitated or incompetent prior to the Effective Date, or otherwise prior to completing a Diagnosing Physician Certification, the Retired NFL Football Player (or his Representative Claimant, if applicable) may obtain a Diagnosing Physician Certification from a separate qualified physician for the Qualifying Diagnosis as specified in Exhibit 1 based on an independent examination by the qualified physician and a review of the Retired NFL Football Player's medical records that formed the basis of the Qualifying Diagnosis by the deceased or legally incapacitated or incompetent physician. If the same Qualifying Diagnosis is found by both doctors, the date of Qualifying Diagnosis used to calculate Monetary Awards shall be the date of the earlier Qualifying Diagnosis.

(b) The content of Derivative Claim Packages will be agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and will include, without limitation: (i) a Derivative Claim Form with the Personal Signature of the Derivative Claimant either on the Derivative Claim Form or on an acknowledgement form verifying the contents of the Derivative Claim Form; and (ii) records sufficient to verify the relationship with the subject Retired NFL Football Player or deceased Retired NFL Football Player that properly and legally provides the Derivative Claimant the right under applicable state law to sue independently and derivatively.

(c) All statements made in Claim Forms, Derivative Claim Forms, any acknowledgement forms, and Diagnosing Physician Certifications will be sworn statements under penalty of perjury.

(d) Each Settlement Class Member has the obligation to submit to the Claims Administrator all of the documents required in Section 8.2 to receive a Monetary Award or Derivative Claimant Award.

Section 8.3 Submission

(a) Settlement Class Members must submit Claim Packages and Derivative Claim Packages to the Claims Administrator in accordance with Section 30.15.

(i) Claim Packages must be submitted to the Claims Administrator no later than two (2) years after the date of the Qualifying Diagnosis or within two (2) years after the Settlement Class Supplemental Notice is posted on the Settlement Website, whichever is later. Failure to comply with this two (2) year time limitation will preclude a Monetary Award for that Qualifying Diagnosis, unless the Settlement Class Member can show substantial hardship that extends beyond the Retired NFL Football Player's Qualifying Diagnosis and that precluded the Settlement Class Member from complying with the two (2) year deadline, and submits the Claim Package within four (4) years after the date of the Qualifying Diagnosis or after the Settlement Class Supplemental Notice is posted on the Settlement Website, whichever is later.

(ii) Derivative Claim Packages must be submitted to the Claims Administrator no later than thirty (30) days after the Retired NFL Football Player through whom the relationship is the basis of the claim (or the Representative Claimant of a deceased or legally incapacitated or incompetent Retired NFL Football Player through whom the relationship is the basis of the claim) receives a Notice of Monetary Award Claim Determination that provides a determination that the Retired NFL Football Player (or his Representative Claimant) is entitled to a Monetary Award. Failure to comply with this time limitation will preclude a Derivative Claimant Award based on that Monetary Award.

(b) Each Settlement Class Member will promptly notify the Claims Administrator of any changes or updates to the information the Settlement Class Member has provided in the Claim Package or Derivative Claim Package, including any change in mailing address.

(c) All information submitted by Settlement Class Members to the Claims Administrator will be recorded in a computerized database that will be maintained and secured in accordance with all applicable federal, state and local laws, regulations and guidelines, including, without limitation, HIPAA. The Claims Administrator must ensure that information is recorded and used properly, that an orderly system of data management and maintenance is adopted, and that the information is retained under responsible custody. The Claims Administrator will keep the database in a form that grants access for claims administration use, but otherwise restricts access rights, including to employees of the Claims Administrator who are not working on claims administration for the Class Action Settlement.

(i) The Claims Administrator and Lien Resolution Administrator, and their respective agents, representatives, and professionals who are administering the Class Action Settlement, will have access to all information submitted by Settlement Class Members to the Claims Administrator and/or Lien Resolution

Administrator necessary to perform their responsibilities under the Settlement Agreement.

(ii) All information submitted by Settlement Class Members to the Claims Administrator will be treated as confidential, as set forth in Section 17.2.

Section 8.4 Preliminary Review

(a) Within forty-five (45) days of the date on which the Claims Administrator receives a Claim Package or Derivative Claim Package from a Settlement Class Member, the Claims Administrator will determine the sufficiency and completeness of the required contents, as set forth in Section 8.2. To the extent the volume of claims warrants, this deadline may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(b) The Claims Administrator will reject a claim submitted by a Settlement Class Member, subject to the cure provisions of Section 8.5, if the Claims Administrator has not received all required content.

Section 8.5 Deficiencies and Cure. For rejected Claim Packages or Derivative Claim Packages, the Claims Administrator will send a Notice of Deficiency to the Settlement Class Member, which Notice will contain a brief explanation of the Deficiency(ies) giving rise to rejection of the Claim Package or Derivative Claim Package, and will, where necessary, request additional information and/or documentation. The Claims Administrator will make available to the Settlement Class Member through a secure online web interface any document(s) with a Deficiency needing correction or, upon request from the Settlement Class Member, will mail the Settlement Class Member a copy of such document(s). The Notice of Deficiency will be sent no later than forty-five (45) days from the date of receipt of the Claim Package or Derivative Claim Package by the Claims Administrator. To the extent the volume of claims warrants, this deadline may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof). The Notice of Deficiency will contain a recommendation for how, if possible, the Settlement Class Member can cure the Deficiency, and will provide a reasonable deadline not less than 120 days (from the date the Notice of Deficiency is sent to the Settlement Class Member) for the Settlement Class Member to submit Deficiency cure materials. Within that time period, the Settlement Class Member will have the opportunity to cure all Deficiencies and provide any requested additional information or documentation, except that the failure to submit timely a Claim Package or Derivative Claim Package in accordance with the terms of this Settlement Agreement cannot be cured other than upon a showing of substantial hardship as set forth in Section 8.3(a)(i). Any Claim Package or Derivative Claim Package that continues to suffer from a Deficiency identified on the

Notice of Deficiency following the submission of documentation intended to cure the Deficiency will be denied by the Claims Administrator.

Section 8.6 Verification and Investigation

(a) Each Settlement Class Member claiming a Monetary Award or Derivative Claimant Award will authorize the Claims Administrator and/or Lien Resolution Administrator, as applicable, consistent with HIPAA and other applicable privacy laws, to verify facts and details of any aspect of the Claim Package or Derivative Claim Package and/or the existence and amounts, if any, of any Liens. The Claims Administrator or Lien Resolution Administrator, at its sole discretion, may request additional documentation, which each Settlement Class Member agrees to provide in order to claim a Monetary Award or Derivative Claimant Award.

(b) The Claims Administrator will have the discretion to undertake or cause to be undertaken further verification and investigation, including into the nature and sufficiency of any Claim Package or Derivative Claim Package documentation, including, without limitation, as set forth in Section 10.3.

ARTICLE IX **Notice of Claim Determinations, Payments, and Appeals**

Section 9.1 Monetary Award Determination. Based upon its review of the Claim Package, and the results of any investigations of the Settlement Class Member's claim, the Claims Administrator will determine whether a Settlement Class Member qualifies for a Monetary Award and the amount of any such Award. In order to decide whether a Settlement Class Member is entitled to a Monetary Award, and at what level, the Claims Administrator will determine whether the Retired NFL Football Player or deceased Retired NFL Football Player has a Qualifying Diagnosis according to the Diagnosing Physician Certification, including consideration of, without limitation, the qualifications of the diagnosing physician, or in the case of a deceased Retired NFL Football Player diagnosed by a deceased physician, as set forth in Section 8.2(a)(i), according to the supporting medical records. If the Claims Administrator determines that there is a Qualifying Diagnosis, it will determine the level of Monetary Award based on the Monetary Award Grid (attached as Exhibit 3) and a review of the Diagnosing Physician Certification for the age at the time of the Qualifying Diagnosis, and will review the Claim Package, including the Claim Form and medical records reflecting the Qualifying Diagnosis, for information relating to all other Offsets, and must apply all applicable Offsets to the Monetary Award. For the avoidance of any doubt, the Claims Administrator has no discretion to make a Monetary Award determination other than as set forth above.

(a) Evidence of NFL Employment and Participation. To the extent that the Claims Administrator determines that the Settlement Class Member has provided in the Claim Package insufficient evidence of the Retired NFL Football Player's NFL employment and participation to substantiate the claimed Eligible Seasons, the Claims Administrator will request that the NFL Parties and Member Clubs provide any

employment or participation records of the Retired NFL Football Player in their reasonable possession, custody or control, which the NFL Parties and Member Clubs will provide in good faith. The Claims Administrator will consider all of the evidence provided to it by the Retired NFL Football Player and the NFL Parties and Member Clubs in determining the appropriate number of Eligible Seasons to apply to the Retired NFL Football Player's claim. The Claims Administrator shall credit only the Eligible Seasons substantiated by the overall evidence. To the extent there is no objective evidence regarding an Eligible Season claimed by the Retired NFL Football Player beyond his sworn statement, the Claims Administrator will take into account the reasons offered by the Retired NFL Football Player for the lack of such objective evidence in arriving at its final decision.

(i) The assertion of NFL employment and participation in more than one (1) Eligible Season, however, must be substantiated by the Retired NFL Football Player with objective evidence beyond his sworn statement, the sufficiency of which shall be in the Claims Administrator's discretion. In the event there is no objective evidence of NFL employment and participation in more than one (1) Eligible Season, the Claims Administrator may credit the Retired NFL Football Player with one (1) or fewer Eligible Seasons consistent with Section 9.1(a).

(b) Timing of Monetary Award Determination. The Claims Administrator will make such determination and will send a corresponding Notice of Monetary Award Claim Determination to the Settlement Class Member and the NFL Parties no later than sixty (60) days from the later of: (i) the date when a completed Claim Package that is free from all Deficiencies is received by the Claims Administrator; (ii) the date, if any, when all Deficiencies with a Settlement Class Member's Claim Package have been deemed cured by the Claims Administrator; (iii) the date, if any, on which the additional information or documentation identified in the Notice of Deficiency, if applicable, has been timely provided to the Claims Administrator; (iv) the date of a decision by a member of the Appeals Advisory Panel under Section 8.6(b); or (v) the date on which the Settlement Class Member no longer has the right to cure such Deficiencies or provide additional information or documentation, in accordance with Section 8.5; provided, however, that to the extent the volume of claims warrants, these deadlines may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(c) Notice Content

(i) Notices of Monetary Award Claim Determination that provide an adverse determination will include a short statement regarding the reasons for the adverse determination and information regarding how the Settlement Class Member can appeal the determination, as set forth in Section 9.7. An adverse Notice of Monetary Award Claim Determination does not preclude a Settlement Class Member from submitting a Claim Package in the future for a Monetary Award should the Retired NFL Football Player's medical condition change. The Claims Administrator shall develop reasonable procedures and rules to ensure the right of Settlement Class Members

to submit a Claim Package for the same or different Qualifying Diagnoses in the future, while preventing unwarranted repetitive claims that do not disclose materially changed circumstances from prior claims made by the Settlement Class Member.

(ii) Notices of Monetary Award Claim Determination that provide a determination that the Settlement Class Member is entitled to a Monetary Award will provide: (a) the net amount of that Monetary Award after application of Offsets; (b) a listing of the Offsets applied to that Monetary Award; (c) the Lien Resolution Administrator's determination of any amount deducted from the Monetary Award to satisfy identified Liens, as set forth in ARTICLE XI; or the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Monetary Award under which identified Liens shall be resolved, as set forth in ARTICLE XI; (d) information regarding how the Settlement Class Member can appeal the Monetary Award determination, as set forth in Section 9.7; and (e) information regarding the timing of payment, as set forth in Section 9.3.

(d) NFL Parties' and Co-Lead Class Counsel's Review of Claim Packages. If a Notice of Monetary Award Determination provides a determination that the Settlement Class Member is entitled to a Monetary Award, the Claims Administrator will make the Settlement Class Member's Claim Package and the review determinations available to the NFL Parties and Co-Lead Class Counsel.

Section 9.2 Derivative Claimant Award Determination. Based upon its review of the Derivative Claim Package, and the results of any investigations of the Derivative Claimant's claim, the Claims Administrator will determine whether a Derivative Claimant qualifies for a Derivative Claimant Award, as set forth in Section 7.3.

(a) Timing of Derivative Claimant Award Determination. The Claims Administrator will make such determination and will send a corresponding Notice of Derivative Claimant Award Determination to the Settlement Class Member and the NFL Parties no later than thirty (30) days from the later of: (i) the date when a completed Derivative Claim Package that is free from all Deficiencies is received by the Claims Administrator; (ii) the date when all Deficiencies with a Settlement Class Member's Derivative Claim Package have been determined by the Claims Administrator to be satisfactorily cured; (iii) the date, if any, on which the additional information or documentation identified in the Notice of Deficiency, if applicable, has been timely provided to the Claims Administrator; or (iv) the date on which the Settlement Class Member no longer has the right to cure such Deficiencies or provide additional information or documentation, in accordance with Section 8.5; provided, however, that to the extent the volume of claims warrants, these deadlines may be extended by agreement between Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(b) Notice Content

(i) Notices of Derivative Claimant Award Determination that provide an adverse determination will include a short statement regarding the reasons for the adverse determination and information regarding how the Settlement Class Member can appeal the determination, as set forth in Section 9.7. An adverse Notice of Derivative Claimant Award Determination does not preclude a Derivative Claimant from submitting a Derivative Claim Package in the future for a Derivative Claimant Award should the Retired NFL Football Player receive a Supplemental Monetary Award or succeed on an appeal of a previously denied claim for a Monetary Award.

(ii) Notices of Derivative Claimant Award Determination that provide a determination that the Settlement Class Member is entitled to a Derivative Claimant Award will provide: (a) the amount of that Derivative Claimant Award; (b) the Lien Resolution Administrator's determination of any amount deducted from the Derivative Claimant Award to satisfy identified Liens, as set forth in ARTICLE XI; or the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Derivative Claimant Award under which identified Liens will be resolved, as set forth in ARTICLE XI; (c) information regarding how the Derivative Claimant can appeal the Derivative Claimant Award determination, as set forth in Section 9.7; and (d) information regarding the timing of payment, as set forth in Section 9.4.

(c) NFL Parties' and Co-Lead Class Counsel's Review of Derivative Claim Packages. If a Notice of Derivative Claimant Award Determination provides a determination that the Settlement Class Member is entitled to a Derivative Claimant Award, the Claims Administrator will make the Settlement Class Member's Claim Package and the review determinations available to the NFL Parties and Co-Lead Class Counsel.

Section 9.3 Remuneration and Payment of Monetary Awards.

(a) The Claims Administrator will promptly pay any Monetary Awards to Settlement Class Members who qualify under the terms of the Monetary Award Grid and all applicable Offsets after the Claims Administrator sends a Notice of Monetary Award Claim Determination; provided, however, any such payment will not occur until after the completion of the processes for (i) appealing Monetary Award determinations, as set forth in Section 9.7; (ii) auditing claims and investigating claims for fraud, as set forth in Section 10.3; (iii) identifying and satisfying Liens, as set forth in ARTICLE XI; and (iv) determining if any Derivative Claimants have filed timely, and are entitled to, Derivative Claimant Awards based on their relationship with the subject Retired NFL Football Player. Such payment shall be made consistent with Section 23.3(b)(iv) of this Settlement Agreement.

(b) In connection with a Monetary Award issued to a Representative Claimant, the Claims Administrator will abide by all substantive laws of the domicile of such Representative Claimant concerning distribution and will not issue

payment until the Claims Administrator has received from the Settlement Class Member proof of such court approvals or other documents necessary to authorize payment. Where short form procedures exist concerning such distribution that do not require domiciliary court approval or supervision, the Claims Administrator is authorized to adopt those procedures as part of the claims administration process applicable to such Representative Claimant. The Claims Administrator also is authorized to adopt procedures as are approved by the Court to aid or facilitate in the payment of claims to minor, incapacitated or incompetent Settlement Class Members or their guardians.

(c) Upon the completion of the Monetary Award Fund term, as set forth in Section 6.10, the Court shall determine the proper disposition of any funds remaining in the Monetary Award Fund consistent with the purpose of this Settlement, including to promote safety and injury prevention with respect to football players and/or the treatment or prevention of traumatic brain injuries.

Section 9.4 Remuneration and Payment of Derivative Claimant Awards

(a) The Claims Administrator will promptly pay any Derivative Claimant Awards to Settlement Class Members who qualify; provided, however, any such payment will not occur until after expiration or completion of: (i) the time period for Derivative Claimants to file Derivative Claim Packages, as set forth in Section 8.3(a)(ii), has expired; (ii) the process for appealing Derivative Claimant Awards, including appeals by any other Derivative Claimants asserting claims based on the same Retired NFL Football Player, as set forth in Section 9.7; (iii) the process for auditing claims and investigating claims for fraud, set forth in Section 10.3; and (iv) the process for identifying and satisfying Liens, as set forth in ARTICLE XI. Such payment shall be made consistent with Section 23.3(b)(iv) of this Settlement Agreement.

(b) In paying a Derivative Claimant Award to a minor, the Claims Administrator will abide by all substantive laws of the domicile of such Settlement Class Member concerning distribution and will not issue payment until the Claims Administrator has received from the Settlement Class Member proof of such court approvals or other documents necessary to authorize payment. Where short form procedures exist concerning such distribution that do not require domiciliary court approval or supervision, the Claims Administrator is authorized to adopt those procedures as part of the claims administration process applicable to such Settlement Class Members. The Claims Administrator also is authorized to adopt procedures as are approved by the Court to aid or facilitate in the payment of claims to minor, incapacitated or incompetent Settlement Class Members or their guardians.

Section 9.5 Scope of Appeals. The Claims Administrator's determination as to whether a Settlement Class Member is entitled to a Monetary Award or Derivative Claimant Award under this Settlement Agreement, and/or the calculation of the Monetary Award or Derivative Claimant Award, is appealable by the Settlement Class Member, Co-Lead Class Counsel, or the NFL Parties based on their respective good faith belief that the determination by the Claims Administrator was incorrect.

Section 9.6 Appellant Fees and Limitations

(a) Any Settlement Class Member taking an appeal will be charged a fee of One Thousand United States dollars (U.S. \$1,000) by the Claims Administrator that must be paid before the appeal may proceed, which fee will be refunded if the Settlement Class Member's appeal is successful. If the appeal is unsuccessful, the fee will be paid to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund.

(b) The NFL Parties may appeal Monetary Award or Derivative Claimant Award determinations in good faith. To the extent that Co-Lead Class Counsel believe that the NFL Parties are submitting vexatious, frivolous or bad faith appeals, Co-Lead Class Counsel may petition the Court for appropriate relief.

Section 9.7 Submissions on Appeals

(a) The appellant must submit to the Court his or her notice of appeal, using an Appeals Form to be agreed upon by Co-Lead Class Counsel and the NFL Parties and provided by the Claims Administrator, with written copy to the appellee(s) Settlement Class Member or the NFL Parties (as applicable), Co-Lead Class Counsel, and to the Claims Administrator, no later than thirty (30) days after receipt of a Notice of Monetary Award Claim Determination or Notice of Derivative Claimant Award Determination. Appellants must present evidence in support of their appeal, and any written statements may not exceed five (5) single-spaced pages in length.

(b) The appellee(s) may submit a written opposition to the appeal no later than thirty (30) days after receipt of the Appeals Form. This written opposition must not exceed five (5) single-spaced pages in length. The Court will not deem the lack of an opposition to be an admission regarding the merits of the appeal. The appellant may not submit a reply.

(c) Co-Lead Class Counsel may submit a written statement in support of or opposition to the appeal no later than fifteen (15) days after receipt of the Appeals Form or an appellee's written opposition. This written statement must not exceed five (5) single-spaced pages in length. The Court will not deem the lack of a statement to be an admission regarding the merits of the appeal. The appellant and appellee(s) may each submit a reply.

Section 9.8 Review and Decision. The Court will make a determination based upon a showing by the appellant of clear and convincing evidence. The Court may be assisted, in its discretion, by any member of the Appeals Advisory Panel and/or an Appeals Advisory Panel Consultant. The decision of the Court will be final and binding.

(a) Appeals Advisory Panel and Appeals Advisory Panel Consultants

(i) Within ninety (90) days after the Effective Date, Co-Lead Class Counsel and Counsel for the NFL Parties will agree to, and jointly recommend to the Court for appointment, the members of the Appeals Advisory Panel and the Appeals Advisory Panel Consultants. Under no circumstances may a member of the Appeals Advisory Panel or an Appeals Advisory Panel Consultant have been convicted of a crime of dishonesty, or serve, on or after the Final Approval Date, as a litigation expert consultant or expert witness in connection with litigation relating to the subject matter of the Class Action Complaint for a party, a Member Club, or an Opt Out, or his, her or its counsel. If selected and approved, under no circumstances shall an Appeals Advisory Panel member or Appeals Advisory Panel Consultant continue to serve in that role if convicted of a crime of dishonesty and/or thereafter retained as an expert consultant or expert witness in connection with litigation relating to the subject matter of the Class Action Complaint by a party, a Member Club, or an Opt Out, or his, her or its counsel.

(ii) Co-Lead Class Counsel and Counsel for the NFL Parties will jointly retain the members of the Appeals Advisory Panel and the Appeals Advisory Panel Consultants appointed by the Court.

(iii) Upon request of the Court or the Special Master, the Appeals Advisory Panel will take all steps necessary to provide sound advice with respect to medical aspects of the Class Action Settlement.

(iv) The Court will oversee the Appeals Advisory Panel and the Appeals Advisory Panel Consultants, and may, in its discretion, request reports or information from the Appeals Advisory Panel or the Appeals Advisory Panel Consultants.

(v) Compensation of the Appeals Advisory Panel and Appeals Advisory Panel Consultants, at a reasonable rate for their time agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, will be paid out of the Monetary Award Fund, except that compensation of an Appeals Advisory Panel member or Appeals Advisory Panel Consultant will be paid out of the BAP fund for reviewing and advising the Court whether a Retired NFL Football player has Level 1 Neurocognitive Impairment, Level 1.5 Neurocognitive Impairment, Level 2 Neurocognitive Impairment, or none, in cases where there are conflicting diagnoses by Qualified BAP Providers.

(vi) Members of the Appeals Advisory Panel or the Appeals Advisory Panel Consultants may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If any member of the Appeals Advisory Panel or an Appeals Advisory Panel Consultant resigns, dies, is replaced, or is otherwise unable to continue in his or her position, Co-Lead Class Counsel

and Counsel for the NFL Parties will agree to and jointly recommend a new proposed member for appointment by the Court.

(b) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master will establish and implement procedures to promptly detect and resolve possible conflicts of interest between members of the Appeals Advisory Panel or Appeals Advisory Panel Consultants, on the one hand, and an appellant or appellee(s), on the other hand. Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) may modify such procedures in the future, if appropriate. For the avoidance of any doubt, employment of the Special Master by any Party as an expert in unrelated matters will not constitute a conflict of interest.

(c) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of a member of the Appeals Advisory Panel or an Appeals Advisory Panel Consultant.

ARTICLE X

Class Action Settlement Administration

Section 10.1 Special Master

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel will request that the Court appoint, in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties, a Special Master pursuant to Federal Rule of Civil Procedure 53.

(ii) It is the intention of the Parties that the Special Master will perform his or her responsibilities and take all steps necessary to faithfully oversee the implementation and administration of the Settlement Agreement. The Special Master shall be appointed for a term of five (5) years commencing on the Effective Date. The term of the Special Master shall be extended, or a new Special Master shall be appointed, for additional five-year terms for the life of the Settlement Agreement, unless the Court determines, in consultation with Co-lead Class Counsel and Counsel for the NFL Parties, that the Special Master's role is no longer necessary.

(iii) The Special Master will maintain at all times appropriate and sufficient bonding insurance in connection with his or her performance of responsibilities under the Settlement Agreement. The cost for this insurance will be paid out of the Monetary Award Fund.

(iv) The Court may, at its sole discretion, request reports or information from the Special Master. The Special Master will be responsible for reporting and providing information to the Court at such frequency and in such a manner

as the Court directs. The Claims Administrator may assist with such reports if requested by the Special Master.

(v) Following the five (5) year term of the Special Master, and any extension(s) thereof, oversight of the administration of the Class Action Settlement will revert to the Court.

(b) Roles and Responsibilities

(i) The Special Master will, among other responsibilities set forth in this Settlement Agreement:

(1) Provide reports or information that the Court may, at its sole discretion, request from the Special Master, who will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs;

(2) Oversee complaints raised by Co-Lead Class Counsel, Counsel for the NFL Parties, the BAP Administrator, Claims Administrator and/or the Lien Resolution Administrator regarding aspects of the Class Action Settlement;

(3) Hear appeals of registration determinations, if requested by the Court, as set forth in Section 4.3(a)(iv);

(4) Oversee the BAP Administrator, Claims Administrator and Lien Resolution Administrator, as set forth in Section 5.6(a)(iv), Section 10.2(a)(iv), and Section 11.1(a)(iv), and receive monthly and annual reports from those Administrators; and

(5) Oversee fraud detection and prevention procedures, and review and decide the appropriate disposition of potentially fraudulent claims as further specified in Section 10.3(i).

(c) Compensation and Expenses. Annual compensation of the Special Master will not exceed Two Hundred Thousand United States dollars (U.S. \$200,000). The annual compensation and reasonable out-of-pocket costs and expenses of the Special Master directly incurred as a result of the performance of his or her responsibilities will be paid out of the Monetary Award Fund. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the reasonableness of the Special Master's out-of-pocket costs and expenses, in which case the Court will determine the reasonableness of such costs and expenses. If the Court determines that any costs and expenses are unreasonable, the Special Master will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the Special Master will refund that amount to the Monetary Award Fund.

(d) Replacement. The Court, in its discretion, can replace the Special Master for good cause. If the Special Master resigns, dies, or is otherwise unable

to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties may file a motion for the appointment by the Court of a new Special Master.

(e) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the Special Master, on the one hand, and Settlement Class Members (and counsel individually representing them, if any), Class Counsel, the NFL Parties, Counsel for the NFL Parties, the BAP Administrator, the Claims Administrator, or the Lien Resolution Administrator, on the other hand. Co-Lead Class Counsel and Counsel for the NFL Parties, subject to approval of the Court, may modify such procedures in the future, if appropriate. For the avoidance of any doubt, employment of the Special Master by any Party as an expert in unrelated matters will not constitute a conflict of interest.

Section 10.2 Claims Administrator

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel will request that the Court appoint BrownGreer PLC as Claims Administrator. Within ten (10) days after the Effective Date, Co-Lead Class Counsel will retain the Claims Administrator appointed by the Court.

(ii) Co-Lead Class Counsel's retention agreement with the Claims Administrator will provide that the Claims Administrator will perform its responsibilities and take all steps necessary to faithfully implement and administer the Settlement Agreement, and will require that the Claims Administrator maintain at all times appropriate and sufficient bonding insurance in connection with its performance of its responsibilities under the Settlement Agreement.

(iii) The Court may, at its sole discretion, request reports or information from the Claims Administrator. The Claims Administrator will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs.

(iv) The Special Master, for the duration of his or her term, will oversee the Claims Administrator, and may, at his or her sole discretion, request reports or information from the Claims Administrator.

(v) Beyond the reporting requirements set forth in Section 10.2(a)(iii)-(iv), beginning one month after the Effective Date, the Claims Administrator will issue a regular monthly report to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, and Counsel for the NFL Parties during the first three years of the Monetary Award Fund, and thereafter on a quarterly basis or as reasonably agreed upon by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and the NFL Parties, regarding the status

and progress of claims administration. The monthly (or quarterly) report will include, without limitation: (a) the monthly and total number of Settlement Class Members who registered timely, and the biographical information for each Settlement Class Member who registered timely in the preceding month, as set forth in Section 4.2(c); (b) the identity of each Settlement Class Member who submitted a Claim Package or Derivative Claim Package in the preceding month, the review status of such package (*e.g.*, under preliminary review, subject to a Notice of Deficiency, subject to verification and investigation, received a Notice of Claim Determination), and the monthly and total number of Settlement Class Member claims for Monetary Awards and Derivative Claimant Awards; (c) the monthly and total number of Monetary Awards and Derivative Claimant Awards paid; (d) the monthly and total number of each Qualifying Diagnosis for which a Monetary Award has been paid; (e) the monthly and total number of Settlement Class Members for whom appeals are pending regarding Monetary Awards and Derivative Claimant Awards; (f) the monthly identification/breakdown of physicians diagnosing Qualifying Diagnoses and/or law firms representing Settlement Class Members who submitted claims for Monetary Awards and Derivative Claimant Awards; (g) the monthly expenses/administrative costs, including a summary accounting of the administrative expenses incurred by the Claims Administrator; and (h) any other information requested by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, or Counsel for the NFL Parties.

(vi) Beginning on the first January after the Effective Date, the Claims Administrator will provide annual financial reports to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel and Counsel for the NFL Parties, based on information from the preceding year, regarding: (a) the number of Settlement Class Members, broken down by Qualifying Diagnosis, who received Monetary Awards, and the corresponding number of Settlement Class Members who sought but were found by the Claims Administrator or the Court not to qualify for Monetary Awards; (b) the number of Settlement Class Members who received Derivative Claimant Awards, and the corresponding number of Settlement Class Members who sought but were found by the Claims Administrator or the Court not to qualify for Derivative Claimant Awards; (c) the monetary amounts paid through Monetary Awards and Derivative Claimant Awards, including the monetary amounts over the term of the Class Action Settlement; (d) the number of Settlement Class Members for whom appeals are pending regarding Monetary Awards and Derivative Claimant Awards; (e) the identification/breakdown of physicians diagnosing Qualifying Diagnoses and/or law firms representing Settlement Class Members who submitted claims for Monetary Awards and Derivative Claimant Awards; (f) expenses/administrative costs, including a summary accounting of the administrative expenses incurred by the Claims Administrator; (g) the projected expenses/administrative costs for the remainder of the Monetary Award Fund term; (h) the monies remaining in the Monetary Award Fund; and (i) any other information requested by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, or Counsel for the NFL Parties.

(vii) The NFL Parties may elect, at their own expense, to cause an audit to be performed by a certified public accountant of the financial records of the Claims Administrator, and the Claims Administrator shall cooperate in good faith with the audit. Audits may be conducted at any time during the term of the Monetary Award Fund. Complete copies of the audit findings report will be provided to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel, and Counsel for the NFL Parties.

(b) Roles and Responsibilities

(i) The Claims Administrator will, among other responsibilities set forth in this Settlement Agreement:

(1) Maintain the Settlement Website, as set forth in Section 4.1(a);

(2) Maintain an automated telephone system to provide information about the Class Action Settlement, as set forth in Section 4.1(b);

(3) Establish and administer both online and hard copy registration methods, as set forth in Section 4.2(a);

(4) Review a purported Settlement Class Member's registration and determine its validity, as set forth in Section 4.3;

(5) Process and review Claim Packages and Derivative Claim Packages, as set forth in ARTICLE VIII;

(6) Determine whether Settlement Class Members who submit Claim Packages and Derivative Claim Packages are entitled to Monetary Awards or Derivative Claimant Awards, as set forth in ARTICLE VI and ARTICLE VII;

(7) Audit Claim Packages and Derivative Claim Packages, and establish and implement procedures to detect and prevent fraudulent submissions to, and payments of fraudulent claims from, the Monetary Award Fund, as set forth in Section 10.3; and

(8) Perform such other tasks reasonably necessary to accomplish the goals contemplated by this Settlement Agreement, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties.

(c) Compensation and Expenses. Reasonable compensation of the Claims Administrator, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and reasonable out-of-pocket costs and expenses directly incurred as a result of the Claims Administrator's responsibilities set forth in this Settlement Agreement will be paid out of the Monetary Award Fund. The Claims Administrator shall submit an annual budget to the Court for review and approval. Either Co-Lead Class Counsel or

Counsel for the NFL Parties may challenge the reasonableness of the Claims Administrator's out-of-pocket costs and expenses, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the reasonableness of such costs and expenses. If the Court or Special Master, as applicable, determines that any costs and expenses are unreasonable, the Claims Administrator will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the Claims Administrator will refund that amount to the Monetary Award Fund.

(d) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of the Claims Administrator.

(e) Replacement. The Claims Administrator may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If the Claims Administrator resigns, dies, is replaced, or is otherwise unable to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties will jointly recommend a new proposed Claims Administrator for appointment by the Court.

(f) Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, the Special Master and the Claims Administrator will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the Claims Administrator, including, without limitation, its executive leadership team and all employees working on the Class Action Settlement, on the one hand, and Settlement Class Members and their counsel (if any), the NFL Parties, Counsel for the NFL Parties, or the Special Master, on the other hand. Co-Lead Class Counsel, Counsel for the NFL Parties, and the Claims Administrator, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), may modify such procedures in the future, if appropriate. Notwithstanding anything herein to the contrary, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master understand that the Claims Administrator regularly provides settlement claims administration and other related services to settling parties and their attorneys, and the Special Master, Co-Lead Class Counsel, and Counsel for the NFL Parties acknowledge and agree that it shall not be a conflict of interest for the Claims Administrator to provide such services to such individuals or to receive compensation for such work.

Section 10.3 Audit Rights and Detection and Prevention of Fraud

(a) Co-Lead Class Counsel and the NFL Parties each will have the absolute right and discretion, at any time, but at their sole expense, in good faith to conduct, or have conducted by an independent auditor, audits to verify Monetary Award and Derivative Claimant Award claims submitted by Settlement Class Members.

(b) In addition, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Claims Administrator will establish and implement procedures to detect

and prevent fraudulent submissions to, and payments of fraudulent claims from, the Monetary Award Fund. Among other fraud detection and prevention procedures, the Claims Administrator, with the approval of Co-Lead Class Counsel and Counsel for the NFL Parties, will institute the following procedures relating to claim audits:

(i) A Settlement Class Member whose claim has been selected for audit by the Claims Administrator, Co-Lead Class Counsel or Counsel for the NFL Parties may be required to submit additional records, including medical records, and information as requested by the auditing party; and

(ii) A Settlement Class Member who refuses to cooperate with an audit, including by unreasonably failing or refusing to provide the auditing party with all records and information sought within the time frame specified, will have the claim denied by the Claims Administrator, without right to an appeal.

(c) On a monthly basis, the Claims Administrator will audit ten percent (10%) of the total Claim Packages and Derivative Claim Packages that the Claims Administrator has found to qualify for Monetary Awards or Derivative Claimant Awards during the preceding month. The Claims Administrator will select such Claim Packages and Derivative Claim Packages for auditing on a random basis or to address a specific concern raised by a Claim Package or Derivative Claim Package, but will audit at least one Claim Package, if any qualify, each month.

(d) In addition, the Claims Administrator will audit Claim Packages that: (i) seek a Monetary Award for a given Qualifying Diagnosis when the Retired NFL Football Player took part in the BAP within the prior 365 days and was not diagnosed with that Qualifying Diagnosis during the BAP baseline assessment examination; (ii) seek a Monetary Award for a given Qualifying Diagnosis when the Retired NFL Football Player submitted a different Claim Package within the prior 365 days based upon a diagnosis of that same Qualifying Diagnosis by a different physician, and that Claim Package was found not to qualify for a Monetary Award; and (iii) reflect a Qualifying Diagnosis made through a medical examination conducted at a location other than a standard treatment or diagnosis setting (*e.g.*, hotel rooms).

(e) Upon selection of a Settlement Class Member's Claim Package for audit, the Claims Administrator will notify Co-Lead Class Counsel, the Settlement Class Member (and his/her individual counsel, if applicable), and Counsel for the NFL Parties of the selection and will require that, within ninety (90) days, or such other time as is necessary and reasonable under the circumstances, the audited Settlement Class Member submit to the Claims Administrator, to the extent not already provided, such information as may be necessary and appropriate to audit the Claim Package, which may include the following records and information:

(i) All of the Retired NFL Football Player's medical records in the Settlement Class Member's possession, custody, or control that relate to the underlying medical condition that is the basis for the Qualifying Diagnosis claimed by the Settlement Class Member;

(ii) A list of all health care providers seen by the Retired NFL Football Player in the last five (5) years;

(iii) The Settlement Class Member's (or subject Retired NFL Football Player's) employment records from Member Clubs or other NFL Football employers, but only to the extent that the Settlement Class Member is authorized under applicable state law or Collective Bargaining Agreement to request and receive such records from the Member Club or other NFL Football employer;

(iv) Such other relevant documents or information within the Settlement Class Member's possession, custody, or control as may reasonably be requested by the Claims Administrator under the circumstances, including, if necessary, authorizations to obtain the medical records of the Settlement Class Member (or subject Retired NFL Football Player) created or obtained by any health care providers seen by the Settlement Class Member (or subject Retired NFL Football Player) in the last five (5) years; and

(v) Where the audit is conducted because of the circumstances set forth in Section 10.3(d), authorizations to obtain the medical records of the Settlement Class Member (or subject Retired NFL Football Player) held by the primary care physician of the Retired NFL Football Player and the medical records of all other physicians or neuropsychologists who have examined the Retired NFL Football Player relating to the Qualifying Diagnosis.

(f) Upon selection of a Settlement Class Member's Derivative Claim Package for audit, the Claims Administrator will notify Co-Lead Class Counsel, the Settlement Class Member (and his/her individual counsel, if applicable), and Counsel for the NFL Parties of the selection and will require that, within ninety (90) days, or such other time as is necessary and reasonable under the circumstances, the audited Settlement Class Member submit to the Claims Administrator, to the extent not already provided, such information as may be necessary and appropriate to audit the Claim Package, which may include relevant documents or information within the Settlement Class Member's possession, custody, or control as may reasonably be requested by the Claims Administrator under the circumstances.

(g) When auditing a Settlement Class Member's claim for a Monetary Award or Derivative Claimant Award, the Claims Administrator will review the records and information relating to that claim and determine whether the Claim Form or Derivative Claim Form misrepresents, omits, and/or conceals material facts that affect the claim.

(h) If, upon completion of an audit, the Claims Administrator determines that there has not been a misrepresentation, omission, or concealment of a material fact made in connection with the claim, the process of issuing a Monetary Award or Derivative Claimant Award, subject to appeal, will proceed.

(i) If, upon completion of an audit, the Claims Administrator determines that there has been a misrepresentation, omission, or concealment of a material fact made in connection with the claim, the Claims Administrator will notify the Settlement Class Member and will refer the claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) for review and findings. The Special Master's review and findings shall take into account whether the misrepresentation, omission or concealment was intentional, and may include the following relief, without limitation: (a) denial of the claim in the event of fraud; (b) additional audits of claims from the same law firm or physician (if applicable), including those already paid; (c) referral of the attorney or physician (if applicable) to the appropriate disciplinary boards; (d) referral to federal authorities; (e) disqualification of the attorney, physician and/or Settlement Class Member from further participation in the Class Action Settlement; and/or (f) if a law firm is found by the Claims Administrator to have submitted more than one fraudulent submission on behalf of Settlement Class Members, claim submissions by that law firm will no longer be accepted, and attorneys' fees paid to the firm by the Settlement Class Member will be forfeited and paid to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund.

(j) In addition, if the Claims Administrator at any time makes a finding (based on its own detection processes or from information received from Co-Lead Class Counsel or Counsel for the NFL Parties) of fraud by a Settlement Class Member submitting a claim for a Monetary Award or Derivative Claimant Award, and/or by the physician providing the Qualifying Diagnosis, including, without limitation, misrepresentations, omissions, or concealment of material facts relating to the claim, the Claims Administrator will notify the Settlement Class Member and will make a recommendation to Co-Lead Class Counsel and Counsel for the NFL Parties to refer the claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) for review and findings that may include, without limitation, those set forth in Section 10.3(i).

(i) If both Co-Lead Class Counsel and Counsel for the NFL Parties do not agree with the Claims Administrator's recommendation to refer a claim to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), they will notify the Claims Administrator, who will continue with the processing of the claim.

Section 10.4 The Claims Administrator, in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties, will also establish system-wide processes to detect and prevent fraud, including, without limitation, claims processing quality training and review and data analytics to spot "red flags" of fraud, including, without limitation, alteration of documents, questionable signatures, duplicative documents submitted on claims, the number of claims from similar addresses or supported by the same physician or office of physicians, data metrics indicating patterns of fraudulent submissions, and such other attributes of claim submissions that create a reasonable suspicion of fraud.

ARTICLE XI

Identification and Satisfaction of Liens

Section 11.1 Lien Resolution Administrator

(a) Appointment and Oversight

(i) The Motion for Preliminary Approval of the Class Action Settlement filed by Class Counsel, will request that the Court appoint Garretson Group as Lien Resolution Administrator. Within ten (10) days after the Effective Date, Co-Lead Class Counsel will retain the Lien Resolution Administrator appointed by the Court.

(ii) Co-Lead Class Counsel's retention agreement with the Lien Resolution Administrator will provide that the Lien Resolution Administrator will perform its responsibilities and take all steps necessary to faithfully implement and administer the Lien-related provisions of the Settlement Agreement, and will require that the Lien Resolution Administrator maintain at all times appropriate and sufficient bonding insurance in connection with its performance of its responsibilities under the Settlement Agreement.

(iii) The Court may, at its sole discretion, request reports or information from the Lien Resolution Administrator. The Lien Resolution Administrator will be responsible for reporting and providing information to the Court at such frequency and in such a manner as the Court directs.

(iv) The Special Master, for the duration of his or her term, will oversee the Lien Resolution Administrator, and may, at his or her sole discretion, request reports or information from the Lien Resolution Administrator.

(b) Roles and Responsibilities. The Lien Resolution Administrator will, among other responsibilities set forth in this Settlement Agreement, administer the process for the identification and satisfaction of all applicable Liens, as set forth in Section 11.3. Each Settlement Class Member (and his or her respective counsel, if applicable) claiming a Monetary Award or Derivative Claimant Award, however, will be solely responsible for the satisfaction and discharge of all Liens.

(c) Compensation and Expenses. Reasonable compensation of the Lien Resolution Administrator, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties, and reasonable out-of-pocket costs and expenses directly incurred as a result of the Lien Resolution Administrator's responsibilities will be paid out of the Monetary Award Fund, unless otherwise specified herein. The Lien Resolution Administrator shall submit an annual budget to the Court for review and approval. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the reasonableness of the Lien Resolution Administrator's out-of-pocket costs and expenses, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the reasonableness of such costs and expenses. If the Court or Special Master, as applicable, determines that any costs and expenses are unreasonable,

the Lien Resolution Administrator will not be paid for such costs and expenses or, if such costs and expenses have already been paid, the Lien Resolution Administrator will refund that amount to the Monetary Award Fund.

(d) Liability. The Parties, Class Counsel, Counsel for the NFL Parties, and the Special Master, and their respective Affiliates, will not be liable for any act, or failure to act, of the Lien Resolution Administrator.

(e) Replacement. The Lien Resolution Administrator may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, or for cause by motion of either Co-Lead Class Counsel or Counsel for the NFL Parties, upon order of the Court. If the Lien Resolution Administrator resigns, dies, is replaced, or is otherwise unable to continue employment in this position, Co-Lead Class Counsel and Counsel for the NFL Parties will agree to and jointly recommend a new proposed Lien Resolution Administrator for appointment by the Court.

Section 11.2 Conflicts of Interest. Within ninety (90) days after the Effective Date, Co-Lead Class Counsel, Counsel for the NFL Parties, the Special Master and the Lien Resolution Administrator will establish and implement procedures to promptly detect and resolve possible conflicts of interest between the Lien Resolution Administrator, including, without limitation, its executive leadership team and all employees working on the Class Action Settlement, on the one hand, and Settlement Class Members (and counsel individually representing them, if any), the NFL Parties, Counsel for the NFL Parties, or the Special Master, on the other hand. Co-Lead Class Counsel, Counsel for the NFL Parties, and the Lien Resolution Administrator, subject to approval of the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), may modify such procedures in the future, if appropriate. Notwithstanding anything herein to the contrary, Co-Lead Class Counsel, Counsel for the NFL Parties, and the Special Master understand that the Lien Resolution Administrator regularly provides lien resolution and other related services to settling parties and their attorneys, and the Special Master, Co-Lead Class Counsel, and Counsel for the NFL Parties acknowledge and agree that it shall not be a conflict of interest for the Lien Resolution Administrator to provide such services to such individuals or to receive compensation for such work.

Section 11.3 Lien Identification, Satisfaction and Discharge

(a) Each Settlement Class Member claiming a Monetary Award or Derivative Claimant Award will identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award or Derivative Claimant Award in his or her Claim Form or Derivative Claim Form.

(b) Each Settlement Class Member (and counsel individually representing him or her, if any) shall cooperate with the Lien Resolution Administrator to identify all Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award or Derivative Claimant Award as

a prerequisite to receiving payment of any Monetary Award or Derivative Claimant Award, including by providing the requested information and authorizations to the Lien Resolution Administrator and/or Claims Administrator in the timeframe specified for so doing.

(c) Among other things, each Settlement Class Member will authorize the Lien Resolution Administrator to:

(i) Establish procedures and protocols to identify and resolve Liens held or asserted by Governmental Payors or Medicare Part C or Part D Program sponsors with respect to any Monetary Award or Derivative Claimant Award;

(ii) Undertake to obtain an agreement in writing and other supporting documentation with CMS promptly following the Effective Date that:

(1) Establishes a global repayment amount per Qualifying Diagnosis and/or for all or certain Qualifying Diagnoses for Settlement Class Members who are or were beneficiaries of the Medicare Program, or, alternatively, otherwise sets forth a conditional payment resolution process. Such amounts will be based on the routine costs associated with the medically accepted standard of care for the treatment and management of each Qualifying Diagnosis, as well as actual utilization of treatment by Settlement Class Members related to each Qualifying Diagnosis. The agreement, in writing, and supporting documentation with CMS will demonstrate reasonable proof of satisfaction of Medicare's Part A and/or Part B fee-for-service recovery claim in connection with Settlement Class Member's (who are or were beneficiaries of the Medicare Program) receipt of any Monetary Award or Derivative Claimant Award and any benefits provided pursuant to this Settlement Agreement.

(2) Establishes reporting processes recognized by CMS as satisfying the reporting obligations, if any, under the mandatory Medicare reporting requirements of Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, 110 Pub. L. No. 173, 121 Stat. 2492 ("MMSEA") in connection with this Settlement Agreement;

(iii) Fulfill all state and federal reporting obligations, including those to CMS that are agreed upon with CMS;

(iv) Satisfy Lien amounts owed to a Governmental Payor or, to the extent identified by the Class Member pursuant to Section 11.3(a), Medicare Part C or Part D Program sponsor for medical items, services, and/or prescription drugs paid on behalf of Settlement Class Members out of any Monetary Award or Derivative Claimant Award to the Settlement Class Member pursuant to this Settlement Agreement; and

(v) Transmit all information received from any Governmental Payor or Medicare Part C or Part D Program sponsor pursuant to such authorizations (i) to the NFL Parties, Claims Administrator, and/or Special Master solely for purposes of verifying compliance with the MSP Laws or other similar reporting

obligations and for verifying satisfaction and full discharge of all such Liens, or (ii) as otherwise directed by the Court.

(d) If the Lien Resolution Administrator is able to negotiate a global repayment amount for some or all of the Qualifying Diagnoses for Settlement Class Members who are or were beneficiaries of the Medicare Program with CMS, as set forth in Section 11.3(c)(ii)(1), the Lien Resolution Administrator shall: (i) satisfy such global repayment amount out of any Monetary Award to such Settlement Class Member; and (ii) provide that reasonable compensation of the Lien Resolution Administrator for such efforts, will be paid out of any Monetary Award to such Settlement Class Member.

(e) If the Lien Resolution Administrator is unable to negotiate a global repayment amount for some or all of the Qualifying Diagnoses for Settlement Class Members who are or were beneficiaries of the Medicare Program with CMS, as set forth in Section 11.3(c)(ii)(1), the Lien Resolution Administrator will put in place a mechanism for resolving these Liens on an individual basis, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties. In addition, the Lien Resolution Administrator will put in place a mechanism for resolving Liens owed to other Governmental Payors or Medicare Part C or Part D Program sponsors on an individual basis, as agreed to by Co-Lead Class Counsel and Counsel for the NFL Parties. These mechanisms for resolving such Liens on an individual basis will allow the Lien Resolution Administrator to: (i) satisfy such Lien amounts owed for medical items, services, and/or prescription drugs paid on behalf of a Settlement Class Member out of any Monetary Award to the Settlement Class Member, subject to the Settlement Class Member's right to object to the fact and/or amount of such Lien amount; and (ii) provide that the Lien Resolution Administrator's reasonable costs and expenses incurred in resolving such Liens, including the reasonable compensation of the Lien Resolution Administrator for such efforts, will be paid out of any Monetary Award to the Settlement Class Member.

(f) The Parties further understand and agree that the Lien Resolution Administrator's performance of functions described in this Article is not intended to modify the legal and financial rights and obligations of Settlement Class Members, including the duty to pay and/or arrange for reimbursement of each Settlement Class Member's past, current, or future bills or costs, if any, for medical items, services, and/or prescription drugs, and to satisfy and discharge any and all statutory recovery obligations for any Liens.

(g) Notwithstanding any other provision of this Settlement Agreement relating to timely payment, the Claims Administrator will not pay any Monetary Award to a Settlement Class Member who is or was entitled to benefits under a Governmental Payor program or Medicare Part C or Part D Program prior to: (i) the Lien Resolution Administrator's determination of the final amount needed to satisfy the reimbursement obligation that any Governmental Payor or Medicare Part C or Part D Program sponsor states is due and owing (as reflected in a final demand letter or other formal written communication), and satisfaction and discharge of that reimbursement obligation as evidenced by the Lien Resolution Administrator's receipt of a written

satisfaction and discharge from the applicable Governmental Payor or Medicare Part C or Part D Program sponsor; or (ii) the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Monetary Award or Derivative Claimant Award under which such reimbursement obligation will be resolved.

(h) Notwithstanding any other provision of this Settlement Agreement relating to timely payment, if any person or entity claims any Liens, other than those set forth in Section 11.3(g), with respect to a Settlement Class Member's Monetary Award or Derivative Claimant Award, then the Claims Administrator will not pay any such Monetary Award or Derivative Claimant Award if the Claims Administrator or Lien Resolution Administrator has received notice of that Lien and there is a legal obligation to withhold payment to the Settlement Class Member under applicable federal or state law. The Claims Administrator will hold such Monetary Award or Derivative Claimant Award in an escrow account until the Settlement Class Member (and counsel individually representing him or her, if any) presents documentary proof, such as a court order or release or notice of satisfaction by the party asserting the Lien, that such Lien has been satisfied and discharged; or until the Lien Resolution Administrator's determination of the "holdback" amount to be deducted from the Monetary Award, Supplemental Monetary Award or Derivative Claimant Award under which such reimbursement obligation will be resolved.

(i) Settlement Class Members who are or were entitled to benefits under Medicare Part C or Part D Programs may be required by statute or otherwise, when making a claim for and/or receiving compensation pursuant to this Settlement Agreement, to notify the relevant Medicare Part C or Part D Program sponsor or others of the existence of, and that Settlement Class Member's participation in, this Class Action Settlement. It is the sole responsibility of each Settlement Class Member to determine whether he or she has such a notice obligation, and to perform timely any such notice reporting.

Section 11.4 Indemnification. Each Settlement Class Member, on his or her own behalf, and on behalf of his or her estate, predecessors, successors, assigns, representatives, heirs, beneficiaries, executors, and administrators, in return for the benefits and consideration provided in this Settlement Agreement, will indemnify and forever hold harmless, and pay all final judgments, damages, costs, expenses, fines, penalties, interest, multipliers, or liabilities, including the costs of defense and attorneys' fees of, the Released Parties against any and all claims by Other Parties arising from, relating to, or resulting from (a) any undisclosed Lien relating to, or resulting from, compensation or benefits received by a Settlement Class Member pursuant to this Class Action Settlement and/or (b) the failure of a Settlement Class Member timely and accurately to report or provide information that is necessary for compliance with the MSP Laws, or for the Lien Resolution Administrator to identify and/or satisfy all Governmental Payors or Medicare Part C or Part D Program sponsors who may hold or assert a reimbursement right. The amount of indemnification will not exceed the total Monetary Award or Derivative Claimant Award for that Settlement Class Member's claim. **CLASS AND SUBCLASS REPRESENTATIVES AND SETTLEMENT CLASS MEMBERS ACKNOWLEDGE THAT THIS SECTION COMPLIES**

WITH ANY REQUIREMENT TO EXPRESSLY STATE THAT LIABILITY FOR SUCH CLAIMS IS INDEMNIFIED AND THAT THIS SECTION IS CONSPICUOUS AND AFFORDS FAIR AND ADEQUATE NOTICE.

Section 11.5 No Admission. Any reporting performed by the Lien Resolution Administrator and/or Claims Administrator for the purpose of resolving Liens, if any, related to compensation provided to Settlement Class Members pursuant to this Settlement Agreement does not constitute an admission by any Settlement Class Member or any Released Party of any liability or evidence of liability in any manner.

Section 11.6 The foregoing provisions of this Article are solely for the several benefit of the NFL Parties, the Lien Resolution Administrator, the Special Master, and the Claims Administrator. No Settlement Class Member (or counsel individually representing them, if any) will have any rights or defenses based upon or arising out of any act or omission of the NFL Parties or any Administrator with respect to this Article.

**ARTICLE XII
Education Fund**

Section 12.1 An Education Fund will be established to fund programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of Retired NFL Football Players regarding the NFL CBA Medical and Disability Benefits programs and other educational initiatives benefitting Retired NFL Football Players. The Court shall approve these education programs, with input from Co-Lead Class Counsel, Counsel for the NFL Parties and medical experts, as further set forth below. Co-Lead Class Counsel and Counsel for the NFL Parties will agree to a protocol through which Retired NFL Football Players will actively participate in such initiatives.

Section 12.2 Co-Lead Class Counsel, with input from Counsel for the NFL Parties, and with Court approval, will take all necessary steps to establish the Education Fund and establish procedures and controls to manage and account for the disbursement of funds to the education projects and all other costs associated with the Education Fund. The costs and expenses to administer the Education Fund will be paid out of the Education Fund Amount.

**ARTICLE XIII
Preliminary Approval and Class Certification**

Section 13.1 Promptly after execution, Class Counsel will file the Motion for Preliminary Approval of the Class Action Settlement and the Settlement Agreement as an exhibit thereto. Simultaneously, the Class and Subclass Representatives will file a Motion for Certification of Rule 23(b)(3) Class and Subclasses for Purposes of Settlement.

Section 13.2 The Parties agree to take all actions reasonably necessary to obtain the Preliminary Approval and Class Certification Order from the Court.

Section 13.3 The Parties agree to jointly request that the Court stay this action and all Related Lawsuits, and enjoin all Settlement Class Members, unless and until they have been excluded from the Settlement Class by action of the Court, or until the Court denies approval of the Class Action Settlement, or until the Settlement Agreement is otherwise terminated, from filing, commencing, prosecuting, intervening in, participating in and/or maintaining, as plaintiffs, claimants, or class members in, any other lawsuit, including, without limitation, a Related Lawsuit, or administrative, regulatory, arbitration, or other proceeding in any jurisdiction (whether state, federal or otherwise), against Released Parties based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances at issue, in the Class Action Complaint, Related Lawsuits and/or the Released Claims, except that claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits will not be stayed or enjoined. For the avoidance of any doubt, the Parties are not requesting that the Court stay any actions against Riddell.

(a) The Parties recognize that there may be further pleadings, discovery responses, documents, testimony, or other matters or materials owed by the Parties to each other pursuant to existing pleading requirements, discovery requests, pretrial rules, procedures, orders, decisions, or otherwise. As of the Settlement Date, each Party expressly waives any right to receive, inspect, or hear such pleadings, discovery, testimony, or other matters or materials during the pendency of the settlement proceedings contemplated by this Settlement Agreement and subject to further order of the Court.

Section 13.4 The Parties agree that any certification of the Settlement Class and Subclasses will be for settlement purposes only. The Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding. Any class certification order entered in connection with this Settlement Agreement will not constitute an admission by the NFL Parties, or finding or evidence, that the Class and Subclass Representatives' claims, or the claims of any other Settlement Class Member, or the claims of the Settlement Class, are appropriate for class treatment if the claims were contested in this or any other federal, state, arbitral, or foreign forum. If the Court enters the proposed form of Preliminary Approval and Class Certification Order, the Final Order and Judgment will provide for vacation of the Final Order and Judgment and the Preliminary Approval and Class Certification Order in the event that this Settlement Agreement does not become effective.

Section 13.5 Upon entry of the Preliminary Approval and Class Certification Order, the statutes of limitation applicable to any and all claims or causes of action that have been or could be asserted by or on behalf of any Settlement Class Members related to the subject matter of the Settlement Agreement will be tolled and stayed to the extent not already tolled by the initiation of an action in this litigation or a Related Lawsuit. The limitations period will not begin to run again for any Settlement Class Member unless and until he or she is deemed to have Opted Out of the Settlement Class, this Settlement Agreement is terminated pursuant to ARTICLE XVI, or a Settlement Class Member's Release and Covenant Not to Sue has been rendered null and

void by the Court as set forth in Section 25.6(g). In the event the Settlement Agreement is terminated pursuant to ARTICLE XVI, to the extent not otherwise tolled, the limitations period for each Settlement Class Member as to whom the limitations period had not expired as of the date of the Preliminary Approval and Class Certification Order will extend for the longer of thirty (30) days from the last required issuance of notice of termination or the period otherwise remaining before expiration. Notwithstanding the tolling agreement herein, the Parties recognize that any time already elapsed for any Class or Subclass Representatives or Settlement Class Members on any applicable statutes of limitations will not be reset, and no expired claims will be revived, by virtue of this tolling agreement. Class and Subclass Representatives and Settlement Class Members do not admit, by entering into this Settlement Agreement, that they have waived any applicable tolling protections available as a matter of law or equity. Nothing in this Settlement Agreement will constitute an admission in any manner that the statute of limitations has been tolled for anyone outside the Settlement Class, nor does it constitute a waiver of legal positions regarding tolling.

ARTICLE XIV

Notice, Opt Out, and Objections

Section 14.1 Notice

(a) As part of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Plaintiffs will submit to the Court a Settlement Class Notice Plan agreed upon by Class Counsel and Counsel for the NFL Parties.

(b) The Settlement Class Notice Plan, to be implemented by the Settlement Class Notice Agent following the Court's entry of the Preliminary Approval and Class Certification Order, and approval of the Settlement Class Notice (in the form of Exhibit 5), paid for by the NFL Parties' transfer of Four Million United States dollars (U.S. \$4,000,000) to Co-Lead Class Counsel, as set forth in Sections 23.1 and 23.3, will be designed to meet the requirements of Fed. R. Civ. P. 23 (c)(2)(B), and will include: (i) direct notice by first-class mail; (ii) broad notice through the use of paid media including national radio spots, national consumer magazines, television and internet advertising; and (iii) electronic notice through the Settlement Website created under Section 4.1(a) and an automated telephone system created under Section 4.1(b).

(c) The Parties and the Claims Administrator will maintain a list of the names and addresses of each person to whom the Settlement Class Notice is transmitted in accordance with any order entered by the Court pursuant to ARTICLE XIII. These names and addresses will be kept strictly confidential and will be used only for purposes of administering this Class Action Settlement, except as otherwise ordered by the Court.

(d) Within thirty (30) days of the Effective Date, upon Court approval, Co-Lead Class Counsel shall cause the Settlement Class Supplemental Notice to be disseminated to Settlement Class Members by first-class mail and by posting on the Settlement Website created under Section 4.1(a) and through an automated telephone

system created under Section 4.1(b), to advise Settlement Class Members of the previously disclosed deadlines: (i) to register for participation in the Class Action Settlement, as set forth in Section 4.2; (ii) as to eligible Retired NFL Football Players, to participate in the BAP, as set forth in Section 5.3; and (iii) to submit Claim Packages or Derivative Claim Packages, as set forth in Section 8.3. The Settlement Class Supplemental Notice shall include the above information, and any other information, as agreed upon by Co-Lead Class Counsel and Counsel for the NFL Parties, and approved by the Court.

Section 14.2 Opt Outs

(a) The Settlement Class Notice will provide instructions regarding the procedures that must be followed to Opt Out of the Settlement Class pursuant to Fed. R. Civ. P. 23(c)(2)(B)(v). The Parties agree that, to Opt Out validly from the Settlement Class, a Settlement Class Member must submit a written request to Opt Out stating “I wish to exclude myself from the Settlement Class in *In re: National Football League Players’ Concussion Injury Litigation*, No. 2:12-md-02323” (or substantially similar clear and unambiguous language) to the Claims Administrator on or before such date as is ordered by the Court. That written request also will contain the Settlement Class Member’s printed name, address, telephone number, and date of birth and enclose a copy of his or her driver’s license or other government issued identification. A written request to Opt Out may not be signed using any form of electronic signature, but must contain the dated Personal Signature of the Retired NFL Football Player, Representative Claimant, or Derivative Claimant seeking to exclude himself or herself from the Settlement Class. Attorneys for Settlement Class Members may submit a written request to Opt Out on behalf of a Settlement Class Member, but such request must contain the Personal Signature of the Settlement Class Member. The Claims Administrator will provide copies of all requests to Opt Out to Class Counsel and Counsel for the NFL Parties within seven (7) days of receipt of each such request. Valid requests to Opt Out from the Settlement Class will become effective on the Final Approval Date.

(b) All Settlement Class Members who do not timely and properly Opt Out from the Settlement Class will in all respects be bound by all terms of this Settlement Agreement and the Final Order and Judgment upon the Effective Date, will be entitled to all procedural opportunities and protections described in this Settlement Agreement and provided by the Court, and to all compensation and benefits for which they qualify under its terms, and will be barred permanently and forever from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Parties in any court of law or equity, arbitration tribunal, or administrative or other forum.

(c) Prior to the Final Approval Date, any Retired NFL Football Player, Representative Claimant, or Derivative Claimant may seek to revoke his or her Opt Out from the Settlement Class and thereby receive the benefits of this Class Action Settlement by submitting a written request to Co-Lead Class Counsel and Counsel for the NFL Parties stating “I wish to revoke my request to be excluded from the Settlement

Class” (or substantially similar clear and unambiguous language), and also containing the Settlement Class Member’s printed name, address, phone number, and date of birth. The written request to revoke an Opt Out must contain the Personal Signature of the Settlement Class Member seeking to revoke his or her Opt Out.

Section 14.3 Objections

(a) Provided a Settlement Class Member has not submitted a written request to Opt Out, as set forth in Section 14.2(a), the Settlement Class Member may present written objections, if any, explaining why he or she believes the Class Action Settlement should not be approved by the Court as fair, reasonable, and adequate. No later than such date as is ordered by the Court, a Settlement Class Member who wishes to object to any aspect of the Class Action Settlement must file with the Court , or as the Court otherwise may direct, a written statement of the objection(s). The written statement of objection(s) must include a detailed statement of the Settlement Class Member’s objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court’s attention. That written statement also will contain the Settlement Class Member’s printed name, address, telephone number, and date of birth, written evidence establishing that the objector is a Settlement Class Member, and any other supporting papers, materials, or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection. A written objection may not be signed using any form of electronic signature, but must contain the dated Personal Signature of the Retired NFL Football Player, Representative Claimant, or Derivative Claimant making the objection. The Court shall determine whether any Settlement Class Members who do not follow the procedures will have waived any objections they may have.

(b) A Settlement Class Member may object on his or her own behalf or through an attorney hired at that Settlement Class Member’s own expense, provided the Settlement Class Member has not submitted a written request to Opt Out, as set forth in Section 14.2(a). Attorneys asserting objections on behalf of Settlement Class Members must: (i) file a notice of appearance with the Court by the date set forth in the Preliminary Approval and Class Certification Order, or as the Court otherwise may direct; (ii) file a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed *in camera*) between that attorney and each such Settlement Class Member; and (iii) comply with the procedures described in this Section.

(c) A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the Fairness Hearing must file with the Court, by the date set forth in the Preliminary Approval and Class Certification Order, or as the Court otherwise may direct, a written notice of his or her intention to appear at the Fairness Hearing, in accordance with the requirements set forth in the Preliminary Approval and Class Certification Order.

(d) Any Settlement Class Member who fails to comply with the provisions of this Section 14.3 will waive and forfeit any and all rights he or she may have to object to the Class Action Settlement.

ARTICLE XV

Communications to the Public

Section 15.1 The form, content, and timing of any public statement announcing the filing of this Settlement Agreement will be subject to mutual agreement by Class Counsel and Counsel for the NFL Parties. The Parties and their counsel agree not to make any public statements, including statements to the media, that are inconsistent with the Settlement Agreement. Any communications to the public or the media made by or on behalf of the Parties and their respective counsel regarding the Class Action Settlement will be made in good faith and will be consistent with the Parties' agreement to take all actions reasonably necessary for preliminary and final approval of this Class Action Settlement. Any information contained in such communications will be balanced, fair, accurate, and consistent with the content of the Settlement Class Notice.

(a) Nothing herein is intended or will be interpreted to inhibit or interfere with the ability of Class Counsel or Counsel for the NFL Parties to communicate with the Court, their clients, or Settlement Class Members and/or their counsel.

(b) Class Counsel acknowledge and agree, and the Preliminary Approval and Class Certification Order will provide, that the NFL Parties have the right to communicate orally and in writing with, and to respond to inquiries from, Settlement Class Members on matters unrelated to the Class Action Settlement in connection with the NFL Parties' normal business.

ARTICLE XVI

Termination

Section 16.1 Walk-Away Right of NFL Parties. Without limiting any other rights under this Settlement Agreement, the NFL Parties will have the absolute and unconditional right, in their sole good faith discretion, to unilaterally terminate and render null and void this Class Action Settlement and Settlement Agreement for any reason whatsoever following notice of Opt Outs and prior to the Fairness Hearing. The NFL Parties must provide written election to terminate this Settlement Agreement to Class Counsel and the Court prior to the Fairness Hearing.

Section 16.2 Party Termination Rights

(a) Class Counsel and Counsel for the NFL Parties each have the absolute and unconditional right, in their sole discretion, which discretion will be exercised in good faith, to terminate and render null and void this Class Action Settlement and Settlement Agreement if (i) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Settlement Agreement that Class

Counsel or Counsel for the NFL Parties reasonably and in good faith determines is material, including, without limitation, the Releases or the definition of the Settlement Class, or (ii) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the proposed Preliminary Approval and Class Certification Order or the proposed Final Order and Judgment (Exhibit 4) that Class Counsel or Counsel for the NFL Parties reasonably and in good faith believes is material. Such written election to terminate this Settlement Agreement must be made to the Court within thirty (30) days of such Court order.

(b) Class Counsel may not terminate and render null and void this Class Action Settlement and Settlement Agreement on the basis of the attorneys' fees award ordered, or modified, by the Court or any appellate court(s), as set forth in ARTICLE XXI.

Section 16.3 Post-Termination Actions

(a) In the event this Settlement Agreement is terminated or becomes null and void, this Settlement Agreement will not be offered into evidence or used in this or in any other action in the Court, or in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum for any purpose, including, but not limited to, the existence, certification, or maintenance of any purported class. In addition, in such event, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection with this Settlement Agreement will be without prejudice to all Parties and will not be admissible into evidence and will not be deemed or construed to be an admission or concession by any of the Parties of any fact, matter, or proposition of law and will not be used in any manner for any purpose, and all Parties will stand in the same position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

(b) In the event this Settlement Agreement is terminated or becomes null and void, the Parties will jointly move the Court to vacate the Preliminary Approval and Certification Order and any other orders certifying a Settlement Class provided.

(c) If this Settlement Agreement is terminated or becomes null and void after notice has been given, the Parties will provide Court-approved notice of termination to the Settlement Class. If a Party terminates the Settlement Agreement in accordance with Section 16.1 or Section 16.2, that Party will pay the cost of notice of termination.

(d) In the event this Settlement Agreement is terminated or becomes null and void, any unspent and uncommitted monies in the Funds will revert to the NFL Parties within ten (10) days, and all data provided by the NFL Parties, Class Counsel and/or Settlement Class Members shall be returned or destroyed.

ARTICLE XVII

Treatment of Confidential Information

Section 17.1 Confidentiality of Information Relating to the Settlement Agreement. The Parties will treat all confidential or proprietary information shared hereunder, or in connection herewith, either prior to, on or after the Settlement Date, and any and all prior or subsequent drafts, representations, negotiations, conversations, correspondence, understandings, analyses, proposals, term sheets, and letters, whether oral or written, of any kind or nature, with respect to the subject matter hereof (“Confidential Information”) in conformity with strict confidence and will not disclose Confidential Information to any non-Party without the prior written consent of the Party that shared the Confidential Information, except: (i) as required by applicable law, regulation, or by order or request of a court of competent jurisdiction, regulator, or self-regulatory organization (including subpoena or document request), provided that the Party that shared the Confidential Information is given prompt written notice thereof and, to the extent practicable, an opportunity to seek a protective order or other confidential treatment thereof, provided further that the Party subject to such requirement or request cooperates fully with the Party that shared the Confidential Information in connection therewith, and only such Confidential Information is disclosed as is legally required to be disclosed in the opinion of legal counsel for the disclosing Party; (ii) under legal (including contractual) or ethical obligations of confidentiality, on an as-needed and confidential basis to such Party’s present and future accountants, counsel, insurers, or reinsurers; or (iii) with regard to any information that is already publicly known through no fault of such Party or its Affiliates. This Settlement Agreement, all exhibits hereto, any other documents filed in connection with the Class Action Settlement, and any information disclosed through a public court proceeding shall not be deemed Confidential Information.

Section 17.2 Confidentiality of Retired NFL Football Player Information

(a) All information relating to a Retired NFL Football Player that is disclosed to or obtained by the Special Master, BAP Administrator, Claims Administrator, Lien Resolution Administrator, designated Qualified BAP Providers, the NFL Parties, an Appeals Advisory Panel member, an Appeals Advisory Panel Consultant, or the Court, may be used only by the Special Master, BAP Administrator, Claims Administrator, Lien Resolution Administrator, designated Qualified BAP Providers, the NFL Parties, an Appeals Advisory Panel member, an Appeals Advisory Panel Consultant, or the Court for the administration of this Class Action Settlement according to the Settlement Agreement terms and conditions. All such information relating to a Retired NFL Football Player will be treated as Confidential Information hereunder, will be subject to the terms of Section 17.1 hereof, and, where applicable, will be treated as Protected Health Information subject to HIPAA and other applicable privacy laws.

ARTICLE XVIII

Releases and Covenant Not to Sue

Section 18.1 Releases

(a) In consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, and by operation of the Final Order and Judgment, the Settlement Class, the Class and Subclass Representatives, and each Settlement Class Member, on his or her own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of any Settlement Class Member (the “Releasors”), hereby waive and release, forever discharge and hold harmless the Released Parties, and each of them, of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys’ fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum that the Releasors, and each of them, had, has, or may have in the future arising out of, in any way relating to or in connection with the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint and/or Related Lawsuits (“Claims”), including, without limitation, Claims:

(i) that were, are or could have been asserted in the Class Action Complaint or any other Related Lawsuit; and/or

(ii) arising out of, or relating to, head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events (including, without limitation, prevention, diagnosis and treatment thereof) of whatever cause and its damages (whether short-term, long-term or death), whenever arising, including, without limitation, Claims for personal or bodily injury, including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life (and exacerbation and/or progression of personal or bodily injury), or wrongful death and/or survival actions as a result of such injury and/or exacerbation and/or progression thereof; and/or

(iii) arising out of, or relating to, neurocognitive deficits or impairment, or cognitive disorders, of whatever kind or degree, including, without limitation, mild cognitive impairment, moderate cognitive impairment, dementia, Alzheimer’s Disease, Parkinson’s Disease, and ALS; and/or

(iv) arising out of, or relating to, CTE; and/or

(v) arising out of, or relating to, loss of support, services, consortium, companionship, society, or affection, or damage to familial relations (including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life); and/or

(vi) arising out of, or relating to, increased risk, possibility, or fear of suffering in the future from any head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events (including, without limitation, prevention, diagnosis and treatment thereof), and including disease, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life); and/or

(vii) arising out of, or relating to, medical screening and medical monitoring for undeveloped, unmanifested, and/or undiagnosed head, brain and/or cognitive injury, as well as any injuries arising out of, or relating to, concussions and/or subconcussive events (including, without limitation, prevention, diagnosis and treatment thereof); and/or

(viii) premised on any purported or alleged breach of any Collective Bargaining Agreement related to the issues in the Class Action Complaint and/or Related Lawsuits, except claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits.

(b) In consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, and by operation of the Final Order and Judgment, the Releasors do hereby release, forever discharge and hold harmless the Released Parties from any and all Claims, including unknown Claims, arising from, relating to, or resulting from the reporting, transmittal of information, or communications between or among the NFL Parties, Counsel for the NFL Parties, the Special Master, Claims Administrator, Lien Resolution Administrator, any Governmental Payor, and/or Medicare Part C or Part D Program sponsor regarding any claim for benefits under this Settlement Agreement, including any consequences in the event that this Settlement Agreement impacts, limits, or precludes any Settlement Class Member's right to benefits under Social Security or from any Governmental Payor or Medicare Part C or Part D Program sponsor.

(c) In consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, and by operation of the Final Order and Judgment, the Releasors do hereby release, forever discharge and hold harmless the Released Parties from any and all Claims, including unknown Claims, pursuant to the MSP Laws, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the Released Parties to provide for a primary payment or appropriate reimbursement to a Governmental Payor or Medicare Part C or Part D Program sponsor with a Lien in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits claimed or received by a Settlement Class Member pursuant to this Settlement Agreement.

(d) In consideration of the benefits described and the agreement and covenants contained in this Settlement Agreement, and by operation of the Final Order and Judgment, the Releasors do hereby release, forever discharge and hold harmless the Released Parties, the Special Master, BAP Administrator, Claims Administrator, and their respective officers, directors, and employees from any and all Claims, including unknown Claims, arising from, relating to, or resulting from their participation, if any, in the BAP, including, but not limited to, Claims for negligence, medical malpractice, wrongful or delayed diagnosis, personal injury, bodily injury (including disease, trauma, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), or death arising from, relating to, or resulting from such participation.

Section 18.2 Release of Unknown Claims. In connection with the releases in Section 18.1, the Class and Subclass Representatives, all Settlement Class Members, and the Settlement Class acknowledge that they are aware that they may hereafter discover Claims now unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to actions or matters released herein. Class and Subclass Representatives, all Settlement Class Members, and the Settlement Class explicitly took unknown or unsuspected claims into account in entering into the Settlement Agreement and it is the intention of the Parties fully, finally and forever to settle and release all Claims as provided in Section 18.1 with respect to all such matters.

Section 18.3 Scope of Releases

(a) Each Party acknowledges that it has been informed of Section 1542 of the Civil Code of the State of California (and similar statutes) by its counsel and that it does hereby expressly waive and relinquish all rights and benefits, if any, which it, he or she has or may have under said section (and similar sections) which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(b) The Parties acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other state, territory, or other jurisdiction was separately bargained for and that the Parties would not have entered into this Settlement Agreement unless it included a broad release of unknown claims relating to the matters released herein.

(c) The Releasors intend to be legally bound by the Releases.

(d) The Releases are not intended to prevent the NFL Parties from exercising their rights of contribution, subrogation, or indemnity under any law.

(e) Nothing in the Releases will preclude any action to enforce the terms of this Settlement Agreement in the Court.

(f) The Parties represent and warrant that no promise or inducement has been offered or made for the Releases contained in this Article except as set forth in this Settlement Agreement and that the Releases are executed without reliance on any statements or any representations not contained in this Settlement Agreement.

Section 18.4 Covenant Not to Sue. From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, the Class and Subclass Representatives, each Settlement Class Member, and the Settlement Class, on behalf of the Releasors, and each of them, covenant, promise, and agree that they will not, at any time, continue to prosecute, commence, file, initiate, institute, cause to be instituted, assist in instituting, or permit to be instituted on their, his, her, or its behalf, or on behalf of any other individual or entity, any proceeding: (a) alleging or asserting any of his or her respective Released Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the Claims set forth in Section 18.1; or (b) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal or other forum as of the Effective Date, the Releasors covenant, promise and agree to withdraw, and seek a dismissal with prejudice of, such proceeding forthwith.

Section 18.5 No Release for Insurance Coverage.

(a) Notwithstanding anything herein to the contrary, this Settlement Agreement is not intended to and does not release any Governmental Payor or Medicare Part C or Part D Program sponsor from its or their obligation to provide any health insurance coverage, major medical insurance coverage, or disability insurance coverage to a Settlement Class Member, or from any claims, demands, rights, or causes of action of any kind that a Settlement Class Member has or hereafter may have with respect to such individuals or entities.

(b) Notwithstanding anything herein to the contrary, this Settlement Agreement is not intended to and does not effect a release of any rights or obligations that any insurer has under or in relation to any contract or policy of insurance to any named insured, insured, additional insured, or other insured person or entity thereunder, including those persons or entities referred to in Section 2.1(bbbb)(i)-(ii).

Section 18.6 No Release for Claims for Workers' Compensation and NFL CBA Medical and Disability Benefits. Nothing contained in this Settlement Agreement, including the Release and Covenant Not to Sue provisions in this ARTICLE XVIII, affects the rights of Settlement Class Members to pursue claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits. For the avoidance of any doubt, this Settlement Agreement does not alter the

showing that Settlement Class Members must demonstrate to pursue successful claims for workers' compensation and/or successful claims alleging entitlement to NFL CBA Medical and Disability Benefits, nor does it alter the defenses to such claims available to Released Parties except as set forth in ARTICLE XXIX.

ARTICLE XIX

Bar Order

Section 19.1 Bar Order. As a condition to the Settlement, the Parties agree to move the Court for a bar order, as part of the Final Order and Judgment (substantially in the form of Exhibit 4), as set forth in Section 20.1.

Section 19.2 Judgment Reduction. With respect to any litigation by the Releasers against Riddell, the Releasers further agree that if a verdict in their favor results in a verdict or judgment for contribution or indemnity against the Released Parties, the Releasers will not enforce their right to collect this verdict or judgment to the extent that such enforcement creates liability against the Released Parties. In such event, the Releasers agree that they will reduce their claim or agree to a judgment reduction or satisfy the verdict or judgment to the extent necessary to eliminate the claim of liability against the Released Parties or any Other Party claiming contribution or indemnity.

ARTICLE XX

Final Order and Judgment and Dismissal With Prejudice

Section 20.1 The Parties will jointly seek a Final Order and Judgment from the Court, substantially in the form of Exhibit 4, approval and entry of which shall be a condition of this Settlement Agreement, that:

- (a) Approves the Class Action Settlement in its entirety pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable, and adequate;
- (b) Finds that this Settlement Agreement, with respect to each Subclass, is fair, reasonable, and adequate;
- (c) Confirms the certification of the Settlement Class for settlement purposes only;
- (d) Confirms the appointments of the Class and Subclass Representatives;
- (e) Confirms the appointments of Co-Lead Class Counsel, Class Counsel and Subclass Counsel;
- (f) Finds that the Settlement Class Notice satisfied the requirements set forth in Fed. R. Civ. P. 23(c)(2)(B);

(g) Permanently bars, enjoins and restrains the Releasors (and each of them) from commencing, filing, initiating, prosecuting, asserting, and/or maintaining any and all Released Claims against any Released Party;

(h) Dismisses with prejudice the Class Action Complaint, without further costs, including claims for interest, penalties, costs and attorneys' fees, except that the motion for an award of attorneys' fees and reasonable costs, as set forth in in Section 21.1, will be made at an appropriate time to be determined by the Court;

(i) Orders the dismissal with prejudice, and without further costs, including claims for interest, penalties, costs, and attorneys' fees, of all Related Lawsuits pending in the Court as to the Released Parties, thereby effectuating in part the Releases;

(j) Orders all Releasors with Related Lawsuits pending in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, promptly to dismiss with prejudice, and without further costs, including claims for interest, penalties, costs, and attorneys' fees, all such Related Lawsuits as to the Released Parties, thereby effectuating in part the Releases;

(k) Permanently bars and enjoins the commencement, assertion, and/or prosecution of any claim for contribution and/or indemnity in the Court, in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum between the Released Parties and all alleged joint tortfeasors, other than Riddell, together with an appropriate judgment reduction provision;

(l) Confirms the appointment of the Special Master, Garretson Group as the BAP Administrator, BrownGreer as the Claims Administrator, Garretson Group as the Liens Resolution Administrator, and Citibank, N.A. as the Trustee, and confirms that the Court retains continuing jurisdiction over those appointed;

(m) Confirms that the Court retains continuing jurisdiction over the "qualified settlement funds," as defined under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended, created under the Settlement Agreement; and

(n) Expressly incorporates the terms of this Settlement Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties, the Settlement Class Members and this Settlement Agreement, to interpret, implement, administer and enforce the Settlement Agreement in accordance with its terms.

ARTICLE XXI

Attorneys' Fees

Section 21.1 Award. Separately and in addition to the NFL Parties' payment of the monies set forth in ARTICLE XXIII and any consideration received by Settlement Class Members under this Settlement, the NFL Parties shall pay class

attorneys' fees and reasonable costs. Class Counsel shall be entitled, at an appropriate time to be determined by the Court, to petition the Court on behalf of all entitled attorneys for an award of class attorneys' fees and reasonable costs. Provided that said petition does not seek an award of class attorneys' fees and reasonable costs exceeding One Hundred and Twelve Million, Five Hundred Thousand United States dollars (U.S. \$112,500,000), the NFL Parties agree not to oppose or object to the petition. Ultimately, the award of class attorneys' fees and reasonable costs to be paid by the NFL Parties is subject to the approval of the Court. For the avoidance of any doubt, the NFL Parties' obligation to pay class attorneys' fees and reasonable costs is limited to those attorneys' fees and reasonable costs ordered by the Court as a result of the initial petition by Class Counsel. The NFL Parties shall not be responsible for the payment of any further attorneys' fees and/or costs for the term of this Agreement. After the Effective Date, Co-Lead Class Counsel may petition the Court to set aside up to five percent (5%) of each Monetary Award and Derivative Claimant Award to facilitate the Settlement program and related efforts of Class Counsel. These set-aside monies shall be held in a separate fund overseen by the Court. Any future petition for a set-aside will describe: (i) the proposed amount; (ii) how the money will be used; and (iii) any other relevant information (for example, the assurance that any "set-aside" from a Monetary Award or Derivative Claimant Award for a Settlement Class Member represented by his/her individual counsel will reduce the attorney's fee payable to that counsel by the amount of the "set-aside"). No money will be held back or set aside from any Monetary Award or Derivative Claimant Award without Court approval. The NFL Parties believe that any such proposed set aside application is a matter strictly between and among Settlement Class Members, Class Counsel, and individual counsel for Settlement Class Members. The NFL Parties therefore take no position on the proposed set aside and will take no position on the proposed set aside in the event such an application is made.

Section 21.2 Payment. No later than sixty (60) days after the Effective Date, the NFL Parties will pay, or cause to be paid, a total of One Hundred and Twelve Million, Five Hundred Thousand United States dollars (U.S. \$112,500,000) into the Attorneys' Fees Qualified Settlement Fund, as set forth in Section 23.7, to be held in escrow until such payment shall be made as directed by the Court.

ARTICLE XXII

Enforceability of Settlement Agreement and Dismissal of Claims

Section 22.1 It is a condition of this Settlement Agreement that the Court approve and enter the Preliminary Approval and Class Certification Order and Final Order and Judgment substantially in the form of Exhibit 4.

Section 22.2 The Parties agree that this Class Action Settlement is not final and enforceable until the Effective Date, except that upon entry of the Preliminary Approval and Class Certification Order, the NFL Parties will be obligated to make the Settlement Class Notice Payment as set forth in Sections 14.1, 23.1 and 23.3.

Section 22.3 From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, the Court will

dismiss with prejudice all Released Claims by any and all Releasors against any and all Released Parties pending in the Court, and any and all Releasors with Related Lawsuits pending in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, will dismiss with prejudice the Related Lawsuits as to the Released Parties, including any related appeals.

Section 22.4 From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, the Parties agree that each and every Releasor will be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action against any Released Party with respect to any and all Released Claims.

Section 22.5 From and after the Effective Date, for the consideration provided for herein and by operation of the Final Order and Judgment, this Settlement Agreement will be the exclusive remedy for any and all Released Claims by or on behalf of any and all Releasors against any and all Released Parties, and no Releasor will recover, directly or indirectly, any sums from any Released Parties for Released Claims other than those received for the Released Claims under the terms of this Settlement Agreement, if any.

Section 22.6 From and after the Effective Date, if any Releasor, in violation of Section 18.4, commences, files, initiates, or institutes any new action or other proceeding for any Released Claims against any Released Parties, or continues to prosecute any pending claims, or challenges the validity of the Releases, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, such action or other proceeding will be dismissed with prejudice and at such Releasor's cost; provided, however, before any costs may be assessed, counsel for such Releasor or, if not represented, such Releasor, will be given reasonable notice and an opportunity voluntarily to dismiss such new action or proceeding with prejudice. Furthermore, if the NFL Parties or any other Released Party brings any legal action before the Court to enforce its rights under this Settlement Agreement against a Settlement Class Member and prevails in such action, that Released Party will be entitled to recover any and all related costs and expenses (including attorneys' fees) from any Releasor found to be in violation or breach of his or her obligations under this Article.

ARTICLE XXIII NFL Payment Obligations

Section 23.1 Funding Amount. In consideration of the Releases and Covenant Not to Sue set forth in ARTICLE XVIII, and the dismissal with prejudice of the Class Action Complaint and the Related Lawsuits, and subject to the terms and conditions of this Settlement Agreement, the NFL Parties will pay in accordance with the funding terms set forth herein:

(a) Monetary Award Fund Amount. The amount of money sufficient to make all payments set forth in Section 23.3(b) for sixty-five (65) years from the Effective Date. For the avoidance of any doubt, the NFL Parties shall have no

payment obligations under this Settlement Agreement after the end of the Monetary Award Fund sixty-five (65) year term;

(b) BAP Fund Amount. The amount of money, up to a maximum of Seventy-Five Million United States dollars (U.S. \$75,000,000), sufficient to make all payments set forth in Section 23.3(d), except that every qualified Retired NFL Football Player, as set forth in Section 5.1, is entitled to one baseline assessment examination;

(c) Education Fund Amount. Ten Million United States dollars (U.S. \$10,000,000), which monies will be used exclusively to fund the Education Fund;

(d) Settlement Class Notice Amount. Four Million United States dollars (U.S. \$4,000,000), to pay for Settlement Class Notice and related expenses; and

(e) Annual Compensation of the Special Master. The annual compensation of the Special Master appointed by the Court, whose total annual compensation shall not exceed Two Hundred Thousand United States dollars (U.S. \$200,000).

(f) Notwithstanding any provision of the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, 124 Stat. 119, amended by the Health Care and Education Reconciliation Act of 2010, Pub. L. No. 111-152, 124 Stat. 1029, or any subsequent legislation mandating or subsidizing health insurance coverage, the NFL Parties will pay, or cause to be paid, in full the amounts set forth above in Section 23.1(a)-(e), and will not bill any Governmental Payor or Medicare Part C or Part D Program for any such costs.

Section 23.2 Exclusive Payments. For the avoidance of any doubt, other than as set forth in Section 21.2, the NFL Parties will have no additional payment obligations in connection with this Settlement Agreement.

Section 23.3 Funding Terms. The NFL Parties' payment obligations will be funded as follows:

(a) Education Fund. No later than thirty (30) days after the Effective Date, the NFL Parties will pay, or cause to be paid, a total of Ten Million United States dollars (U.S. \$10,000,000) into the Settlement Trust Account, as set forth in Section 23.5, for transfer by the Trustee into the Education Fund.

(b) Monetary Award Fund. The NFL Parties will pay, or cause to be paid six initial monthly installments of Twenty Million United States dollars (U.S. \$20,000,000) each, into the Settlement Trust Account for transfer by the Trustee into the Monetary Award Fund, beginning no later than thirty (30) days after the Effective Date. If additional funds are necessary in any given month during this six month period, they shall be requested and paid in accordance with the procedures set forth in section

23.3(b)(i)-(iv). The Claims Administrator shall provide in writing to the NFL Parties and Co-Lead Class Counsel a monthly report for this initial six month period that includes an accounting of the items set forth in Section 23.3(b)(i)(1)-(5).

(i) Beginning no later than thirty (30) days after the Effective Date, on or before the 10th day of each month, the Claims Administrator shall provide in writing to the NFL Parties and Co-Lead Class Counsel a monthly funding request identifying the monetary amount necessary to pay all final and accrued Monetary Awards, Derivative Claimant Awards and the costs and expenses paid out of the Monetary Award Fund, as set forth in Section 23.5(d)(ii), and any additional amount necessary to maintain the Monetary Award Fund targeted reserve, as set forth in Section 23.3(b)(v), after all final and accrued Monetary Awards, Derivative Claimant Awards and costs and expenses are paid. This monthly funding request shall provide, in addition to the total monetary amount requested, an accounting of:

(1) The name of each Settlement Class Member with a final and accrued Monetary Awards or Derivative Claimant Award since the last monthly funding request, identification of his/her counsel, identification of the Award as a Monetary Award or Derivative Claimant Award, the Award amount, and identification of any “holdback” amount deducted from the Award as set forth in Sections 9.1(c)(ii) and 9.2(b)(ii), 11.3(g) and 11.3(h);

(2) The amount of costs and expenses related to the appeals process, as set forth in ARTICLE IX, since the last monthly funding request;

(3) The amount of costs and expenses of claims administration, as set forth in ARTICLE X, since the last monthly funding request;

(4) The amount of costs and expenses of the Lien identification and resolution process, as set forth in ARTICLE XI, since the last monthly funding request;

(5) The amount necessary to maintain the Monetary Award Fund targeted reserve, as set forth in Section 23.3(b)(v), after all final and accrued Monetary Awards, Derivative Claimant Awards, and costs and expenses are paid.

(ii) Subject to the objection process set forth in Section 23.3(b)(iii), the NFL Parties will pay, or cause to be paid, within thirty (30) days of receipt of the written monthly funding request, a payment of the total amount requested into the Settlement Trust Account for transfer by the Trustee into the Monetary Award Fund.

(iii) Within ten (10) days after receipt of the written monthly funding request, the NFL Parties and Co-Lead Class Counsel shall each notify the Claims Administrator in writing of any objection to any aspect of the funding request. If an objection is timely made, the NFL Parties, will pay, or cause to be paid, within thirty (30) days of such written monthly funding request, a payment of the undisputed

portion of the total amount requested into the Settlement Trust Account for transfer by the Trustee into the Monetary Award Fund. The NFL Parties, Co-Lead Class Counsel and the Claims Administrator shall use their best efforts to resolve any objections within fifteen (15) days after receipt of the written monthly funding request. If the NFL Parties, Co-Lead Class Counsel and the Claims Administrator are unable to resolve the objection within twenty (20) days after receipt of the written monthly funding request, the objecting party shall present the matter in writing to the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof).

(1) After an agreement on the resolution of an objection, or a decision by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof) resolving an objection by requiring the NFL Parties to pay, or cause to be paid, additional amounts beyond the undisputed portion of the monthly funding request, the NFL Parties will pay, or cause to be paid, the additional amounts beyond the undisputed portion of the monthly funding request within the longer of thirty (30) days of receiving the written monthly funding request or ten (10) days after resolution of the objection.

(iv) Within ten (10) days after transfer of funds into the Monetary Award Fund pursuant to a monthly funding request or decision of the Special Master or Court, as set forth in Section 23.3(b)(iii)(1), the Claims Administrator shall cause payment to be issued on all applicable final and accrued Monetary Awards, Derivative Claimant Awards and costs and expenses paid out of the Monetary Award Fund, as set forth in Section 23.5(d)(ii).

(v) The Monetary Award Fund shall maintain a targeted reserve, as set forth in Section 23.3(b)(v)(1), beyond the monetary amounts necessary to pay written monthly funding requests, which reserve may be used to pay any costs and expenses that must be satisfied pursuant to a contractual or other legal obligation before receipt of the monthly funding request amount and that are properly paid out of the Monetary Award Fund, as set forth in Section 23.5(d)(ii). The Claims Administrator shall report promptly any such payments from the Monetary Award Fund to the NFL Parties and Co-Lead Class Counsel. Either Co-Lead Class Counsel or Counsel for the NFL Parties may challenge the appropriateness of such payments, in which case the Court will determine (or may, in its discretion, refer the challenge to the Special Master to determine) the appropriateness of such payments. If the Court or Special Master, as applicable, determines that any such payment constituted willful misconduct, the Court or Special Master may, in its discretion, deduct that amount from the compensation of the Claims Administrator.

(1) The Monetary Award Fund shall maintain a targeted reserve of: (i) Ten Million United States dollars (U.S. \$10,000,000) during the first through tenth years of the Monetary Award Fund; (ii) Five Million United States dollars (U.S. \$5,000,000) during the eleventh through fiftieth years of the Monetary Award Fund; (iii) One Million United States dollars (\$1,000,000) during the fifty-first through sixtieth years of the Monetary Award Fund; and (iv) Two Hundred and Fifty

Thousand United States dollars (U.S. \$250,000) during the sixty-first through sixty-fifth years of the Monetary Award Fund.

(c) During the eleventh, fifty-first, and sixty-first years of the Monetary Award Fund, monthly funding requests shall first be satisfied by the money constituting the balance in the Monetary Award Fund until the revised targeted reserve, as set forth in Section 23.3(b)(v)(1), is achieved. For example, in the eleventh year of the Monetary Award Fund, all monthly funding requests shall be paid from the Monetary Award Fund balance until the reserve is reduced to Five Million United States dollars (\$5,000,000). The process for the monthly funding request shall otherwise remain as set forth in Section 23.3(b).

(d) BAP Fund. No later than thirty (30) days after the Effective Date, the NFL Parties will pay, or cause to be paid, a total of Thirty-Five Million United States dollars (U.S. \$35,000,000) into the Settlement Trust Account for transfer by the Trustee into the BAP Fund. If at any point following the Effective Date until the expiration the five-year period for the provision of BAP Supplemental Benefits, as set forth in Sections 5.5 and 5.11, the balance of the BAP Fund falls below Ten Million United States dollars (U.S. \$10,000,000), the NFL Parties, upon written notice from the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), who shall act upon application of the BAP Administrator, will pay, or cause to be paid, within thirty (30) days of such written notice, additional payments into the Settlement Trust Account for transfer by the Trustee into the BAP Fund in order to maintain a balance of no less than Ten Million United States dollars (U.S. \$10,000,000), and no more than Eleven Million United States dollars (U.S. \$11,000,000). Under no circumstances will the aggregate transfers to the BAP Fund exceed Seventy-Five Million United States dollars (U.S. \$75,000,000) in total. Any funds remaining in the BAP Fund at the conclusion of the five-year period for the provision of BAP Supplemental Benefits, as set forth in Sections 5.5 and 5.11, shall be transferred to the Settlement Trust for transfer by the Trustee into the Monetary Award Fund.

(e) Class Notice Costs. No later than five (5) days after the date of the Preliminary Approval and Class Certification Order, the NFL Parties will pay, or cause to be paid, a total of Four Million United States dollars (U.S. \$4,000,000) to Co-Lead Class Counsel for the Settlement Class Notice and related expenses, as set forth in Section 14.1.

(f) Prepayment Right. The NFL Parties will have the right (but not the obligation) to prepay, or cause to be prepaid, any of their payment obligations to the Funds under the Settlement Agreement. In connection with any such prepayment, the NFL Parties will designate in writing the payment obligation that is being prepaid and how such prepayment should affect the NFL Parties' remaining payment obligations (*i.e.*, whether the amount prepaid should be credited against the next payment obligation or to one or more subsequent payment obligations or a combination thereof).

Section 23.4 No Interest or Inflation Adjustment. For the avoidance of any doubt, the payments set forth in Section 23.1 will not be subject to any interest obligation or inflation adjustment.

Section 23.5 Settlement Trust

(a) Promptly following the Effective Date, Co-Lead Class Counsel and Counsel for the NFL Parties will file a motion seeking the creation of a Settlement Trust under Delaware law and the appointment of the Trustee. Co-Lead Class Counsel and Counsel for the NFL Parties will file a proposed Settlement Trust Agreement with the Court.

(b) Co-Lead Class Counsel and Counsel for the NFL Parties will jointly recommend Citibank, N.A. as the Trustee, subject to the approval of the Court. The Trustee may be replaced by joint motion made by Co-Lead Class Counsel and Counsel for the NFL Parties, and granted by the Court. If the Trustee resigns, dies, is replaced, or is otherwise unable to continue employment in that position, Co-Lead Class Counsel and Counsel for the NFL Parties will agree to and jointly recommend a new proposed Trustee for appointment by the Court.

(c) Upon Court approval of the proposed Settlement Trust Agreement, Co-Lead Class Counsel, the NFL Parties, the Trustee and the Special Master, will execute the Settlement Trust Agreement approved by the Court, thereby creating the Settlement Trust. The Settlement Trust will be structured and operated in a manner so that it qualifies as a “qualified settlement fund” under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended.

(d) The Settlement Trust will be composed of the Funds. The Trustee will establish the Settlement Trust Account, into which the NFL Parties will make payments as required by this Settlement Agreement. The Trustee will also establish three separate funds (the “Funds”), into which the Trustee will transfer funds at the direction of the Special Master (or the Claims Administrator after expiration of the term of the Special Master and extension(s) thereof) and pursuant to the terms of this Settlement Agreement and on which the Special Master (or the Claims Administrator after expiration of the term of the Special Master and any extension(s) thereof) will have signatory authority. These Funds will constitute a single qualified settlement fund:

(i) The BAP Fund, which will be used to make payments for the BAP, as set forth in ARTICLE V.

(ii) The Monetary Award Fund, which will be used to make payments for: (a) all Monetary Awards and Derivative Claimant Awards, as set forth in ARTICLE VI and ARTICLE VII; (b) certain costs and expenses of the appeals process, as set forth in ARTICLE IX; (c) costs and expenses of claims administration, as set forth in ARTICLE X; and (d) certain costs and expenses of the Lien identification and resolution process, as set forth in ARTICLE XI;

(iii) The Education Fund, which will be used exclusively to make payments to support education programs and initiatives, as set forth in ARTICLE XII; and

(iv) The Settlement Trust Account, which will be used solely to transfer funds into the Funds described above in Section 23.5(d)(i)-(iii).

(e) The Settlement Trust will be managed by the Trustee as provided in the Settlement Trust Agreement, and both the Settlement Trust and Trustee will be subject to the continuing jurisdiction and supervision of the Court. Each of the Funds will be maintained in separate bank accounts at one or more federally insured depository institutions approved by Co-Lead Class Counsel and Counsel for the NFL Parties. The Trustee will have the authority to make payments from the Settlement Trust Account into the other Funds at the direction of the Special Master (or the Claims Administrator after expiration of the term of the Special Master and any extension(s) thereof) and to make disbursements from the Funds at the direction of the Special Master (or the Claims Administrator at the direction of Co-Lead Class Counsel and Counsel for the NFL Parties, after expiration of the term of the Special Master and any extension(s) thereof), and consistent with the terms of this Settlement Agreement and the Settlement Trust Agreement.

(f) The Trustee will be responsible for making any necessary tax filings and payments of taxes, estimated taxes, and associated interest and penalties, if any, by the Settlement Trust and responding to any questions from, or audits regarding such taxes by, the Internal Revenue Service or any state or local tax authority. The Trustee also will be responsible for complying with all tax information reporting and withholding requirements with respect to payments made by the Settlement Trust, as well as paying any associated interest and penalties. Any such taxes, interest, and penalty payments will be paid by the Trustee from the Monetary Award Fund.

Section 23.6 Funds Investment

(a) To the extent funds are available for investment, amounts deposited in each of the Funds will be invested conservatively in a manner designed to assure timely availability of funds, protection of principal and avoidance of concentration risk.

(b) Any earnings attributable to the BAP Fund, the Monetary Award Fund, and/or the Education Fund will be retained in the respective Fund.

Section 23.7 Attorneys' Fees Qualified Settlement Fund. Unless the Court directs otherwise, a separate fund (intended to qualify as a "qualified settlement fund" under §1.468B-1 of the Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986, as amended) will be established out of which attorneys' fees will be paid pursuant to order of the Court, as set forth in ARTICLE XXI. This separate qualified settlement fund will be established pursuant to order of the Court, and will operate under Court supervision and control. This separate

qualified settlement fund will be separate from the qualified settlement fund described in Section 23.5(c) and any of the Funds described therein, and will not be administered by the Trustee. The Court will determine the form and manner of administering this fund, in which the NFL Parties will have no reversionary interest.

Section 23.8 Trustee Satisfaction of Monetary Obligations. Wherever in this Settlement Agreement the Special Master, BAP Administrator, Claims Administrator, or Lien Resolution Administrator is authorized or directed, as the context may reflect, to pay, disburse, reimburse, hold, waive, or satisfy any monetary obligation provided for or recognized under any of the terms of this Settlement Agreement, the Special Master, BAP Administrator, Claims Administrator, or Lien Resolution Administrator may comply with such authorization or direction by directing the Trustee to, as appropriate, pay, disburse, reimburse, hold, waive, or satisfy any such monetary obligation.

ARTICLE XXIV

Denial of Wrongdoing, No Admission of Liability

Section 24.1 This Settlement Agreement, whether or not the Class Action Settlement becomes effective, is for settlement purposes only and is to be construed solely as a reflection of the Parties' desire to facilitate a resolution of the Class Action Complaint and of the Released Claims and Related Lawsuits. The NFL Parties expressly deny that they, or the other Released Parties, have violated any duty to, breached any obligation to, committed any fraud on, or otherwise engaged in any wrongdoing with respect to, the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, or any Opt Out, and expressly deny the allegations asserted in the Class Action Complaint and Related Lawsuits, and deny any and all liability related thereto. Neither this Settlement Agreement nor any actions undertaken by the NFL Parties or the Released Parties in the negotiation, execution, or satisfaction of this Settlement Agreement will constitute, or be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any claim made by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, or any Opt Out, in this or any other action or proceeding.

Section 24.2 In no event will the Settlement Agreement, whether or not the Class Action Settlement becomes effective, or any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions, or any actions undertaken in this Settlement Agreement, in any way be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, of any kind, or used in any other fashion, by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, Class Counsel, or any of the Released Parties in any litigation, action, hearing, or any judicial, arbitral, administrative, regulatory or other proceeding for any purpose, except a proceeding to resolve a dispute arising under, or to enforce, the Settlement Agreement. Without limiting the foregoing, neither the Settlement Agreement nor any of its provisions, negotiations, statements, or court proceedings relating to its provisions, nor any actions undertaken in this Settlement Agreement, will be construed as, offered as, received as, used as, or deemed to be

evidence, admissible or otherwise, or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, or as a waiver by the Released Parties of any applicable defense, or as a waiver by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member of any claims, causes of action, or remedies. This Section 24.2 shall not apply to disputes between the NFL Parties and their insurers, as to which the NFL Parties reserve all rights.

ARTICLE XXV Representations and Warranties

Section 25.1 Authority. Class Counsel represent and warrant as of the Settlement Date that they have authority to enter into this Settlement Agreement on behalf of the Class and Subclass Representatives.

Section 25.2 Class and Subclass Representatives. Each of the Class and Subclass Representatives, through a duly authorized representative, represents and warrants that he: (i) has agreed to serve as a representative of the Settlement Class proposed to be certified herein; (ii) is willing, able, and ready to perform all of the duties and obligations as a representative of the Settlement Class; (iii) is familiar with the pleadings in In re: National Football League Players' Concussion Injury Litigation, MDL 2323, or has had the contents of such pleadings described to him; (iv) is familiar with the terms of this Settlement Agreement, including the exhibits attached to this Settlement Agreement, or has received a description of the Settlement Agreement, including the exhibits attached to this Settlement Agreement, from Class Counsel, and has agreed to its terms; (v) has consulted with, and received legal advice from, Class Counsel about the litigation, this Settlement Agreement (including the advisability of entering into this Settlement Agreement and its Releases and the legal effects of this Settlement Agreement and its Releases), and the obligations of a representative of the Settlement Class; (vi) has authorized Class Counsel to execute this Settlement Agreement on his behalf; and (vii) will remain in and not request exclusion from the Settlement Class and will serve as a representative of the Settlement Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that such Class or Subclass Representative cannot represent the Settlement Class.

Section 25.3 NFL Parties. The NFL Parties represent and warrant as of the Settlement Date that: (i) they have all requisite corporate power and authority to execute, deliver, and perform this Settlement Agreement; (ii) the execution, delivery, and performance by the NFL Parties of this Settlement Agreement has been duly authorized by all necessary corporate action; (iii) this Settlement Agreement has been duly and validly executed and delivered by the NFL Parties; and (iv) this Settlement Agreement constitutes their legal, valid, and binding obligation.

Section 25.4 NFL Parties' Representation and Warranty Regarding Member Clubs. The NFL Parties represent and warrant as of the Settlement Date that the

current Member Clubs have duly authorized the execution, delivery, and performance by the NFL Parties of this Settlement Agreement.

Section 25.5 Investigation and Future Events. The Parties and their counsel represent and warrant that they have each performed an independent investigation of the allegations of fact and law made in connection with the Class Action Complaint in In re: National Football League Players' Concussion Injury Litigation, MDL No. 2323, and may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Settlement Agreement. Nevertheless, the Parties intend to resolve their disputes pursuant to the terms of this Settlement Agreement and thus, in furtherance of their intentions, this Settlement Agreement will remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Settlement Agreement will not be subject to rescission or modification by reason of any change or difference in facts or law.

Section 25.6 Security

(a) The NFL Parties represent and warrant that the NFL currently maintains, and will continue to maintain, an investment grade rating on its Stadium Program Bonds, as rated by Fitch Ratings. This investment grade rating shall serve as security that the NFL Parties will meet their payment obligations as set forth in Section 23.3 for the first ten years of the Settlement following the Effective Date.

(b) If the identity of the rating agency that rates the NFL's Stadium Program Bonds changes during the first ten years of the Settlement from the Effective Date, then an investment grade rating by the new rating agency on the NFL's Stadium Program Bonds will satisfy the NFL Parties' obligations under Section 25.6(a).

(c) The applicable definition of "investment grade" will be as provided by the rating agency rating the NFL's Stadium Program Bonds.

(d) No later than the tenth anniversary of the Effective Date (the "Tenth Anniversary Date"), the NFL Parties shall establish, or cause to be established, a special-purpose Delaware statutory trust (the "Statutory Trust"), with an independent trustee, that will be funded and managed as follows: the NFL Parties shall contribute cash to the Statutory Trust so that as of the Tenth Anniversary Date, it shall contain funds that, in the reasonable belief of the NFL Parties, and after taking into account reasonably expected investment returns over time, will be sufficient to satisfy the NFL Parties' remaining anticipated payment obligations, as set forth in Section 23.5(d)(ii), as they come due. In the event that the remaining anticipated payment obligations on the Tenth Anniversary Date materially exceed the NFL Parties' reasonable expectations as of the Effective Date due to participation rates and/or the claims experience during the first ten years of the Settlement, the NFL Parties may apply to the Court to fund the Statutory Trust as follows: seventy percent of the required funds to be contributed by the NFL Parties to the Statutory Trust by the Tenth Anniversary Date and the remaining thirty percent of the required funds to be contributed on a three-year

schedule set by the Court so that all required funds are deposited in the Statutory Trust no later than the thirteenth anniversary of the Effective Date. The NFL Parties shall not have the right to pledge or assign the property of the Statutory Trust (including any investment returns earned thereon and remaining in the Statutory Trust, as provided herein) to any third-party, and, as contemplated by §3805(b) of Title 12 of the Delaware Code, no other creditor of any of the NFL Parties shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Statutory Trust. The documents governing the Statutory Trust will provide that the NFL Parties may direct how the funds in the Statutory Trust are invested from time to time, but the Trustee will be instructed to permit withdrawals of funds from the Statutory Trust only for the limited purposes of: (i) satisfying the NFL Parties' payment obligations under this Settlement Agreement as set forth in Section 23.5(d)(ii); (ii) the NFL Parties' costs and expenses related to the Statutory Trust, including, without limitation, taxes, investment-related expenses and administrative costs; (iii) the return of excess monies in the Statutory Trust to the NFL Parties based on attaining investment returns exceeding the amount necessary to satisfy the NFL Parties' remaining anticipated payment obligations, but only upon Court approval; (iv) the return of excess monies in the Statutory Trust to the NFL Parties based on reductions to the NFL Parties' remaining anticipated payment obligations, but only upon Court approval; or (v) upon the completion of the NFL Parties' payment obligations, as set forth in this Settlement Agreement, but only upon Court approval. To the extent that Court approval is required for the withdrawal of funds from the Statutory Trust, such approval shall be granted unless there has been either a material default on the NFL Parties' payment obligations within the prior thirty (30) days, or upon a showing, by clear and convincing evidence, that the proposed withdrawal would materially impair the Settlement Agreement.

(e) In the event of a material default by the NFL Parties in satisfying their payment obligations as set forth in this Settlement Agreement, and the NFL Parties' failure to cure any such material default within sixty (60) days of written notification of such default by the Special Master (or the Court after expiration of the term of the Special Master and any extension(s) thereof), Co-Lead Class Counsel shall have the right to petition the Court to make a finding that there has been a material, uncured default in satisfying the NFL Parties' payment obligations and to enter an order directing the NFL Parties to meet their payment obligations. Beginning on the Tenth Anniversary Date, any such petition by Co-Lead Class Counsel may request that the Court direct the NFL Parties to meet their payment obligations with the funds available in the Statutory Trust established by the NFL Parties pursuant to Section 25.6(d).

(f) The NFL Parties historically have maintained liability insurance policies under which they are seeking coverage and are pursuing their rights to recover under said policies. It is understood that if the NFL Parties secure funding commitments from one or more insurers under their historical policies, or a court order obligating one or more such insurers to fund in whole or in part certain of the NFL Parties' obligations under this Settlement Agreement, after such insurance funding is deposited into the Statutory Trust, the NFL Parties may seek Court approval to reduce, dollar-for-dollar, the equivalent amount of such funding for anticipated remaining liabilities that otherwise would be required to be deposited in the Statutory Trust by the

NFL Parties pursuant to Section 25.6(d). In addition, if the NFL Parties obtain additional insurance policies from one or more third-party insurers with a rating of A or above, to insure in whole or in part certain of their obligations under the Settlement, the NFL Parties may seek Court approval to reduce, dollar-for-dollar, the equivalent amount of funding for anticipated remaining liabilities that otherwise would be required to be deposited in the Statutory Trust by the NFL Parties pursuant to Section 25.6(d). To do so, the NFL Parties must demonstrate to the Court that the Court or the Statutory Trust provided for in Section 25.6(d) will have sufficient control over such insurance policies and their proceeds to ensure that the proceeds are available to meet the NFL Parties' payment obligations, if necessary.

(g) In the event the Court enters an order pursuant to Section 25.6(e) directing the NFL Parties to meet their payment obligations pursuant to Section 23.3 and the NFL Parties fail materially to comply with such Order, as set forth in Section 25.6(e), Co-Lead Class Counsel may request that the Court provide the NFL Parties sixty (60) days to show cause why the Court shall not render null and void the Releases and Covenants Not to Sue provided to Released Parties, as set forth in Section 18.1, by Settlement Class Members who: (i) have received a final, favorable Notice of Registration Determination, as set forth in Section 4.3, and have not received a final and accrued Monetary Award or final and accrued Derivative Claimant Award as of the date of such application; or (ii) who have only received a final and accrued Monetary Award for a Level 1.5 Neurocognitive Impairment or a final and accrued Derivative Claimant Award for a Level 1.5 Neurocognitive Impairment as of the date of such application. For the avoidance of any doubt, all other Releases and Covenants Not to Sue shall remain effective. In the event that a Settlement Class Member's Release and Covenant Not to Sue is rendered null and void, such Settlement Class Member shall not challenge, if applicable, any Released Party's right to offset any final judgment received by the Settlement Class Member as a result of Section 25.6(g)(ii) in the amount of the Monetary Award or Derivative Claimant Award received by the Settlement Class Member. For the avoidance of any doubt, nothing in this subsection 25.6, shall affect any rights or obligations of Settlement Class Members and Released Parties as otherwise provided in, or with respect to, this Settlement Agreement or any breach thereof.

ARTICLE XXVI

Cooperation

Section 26.1 The Parties will cooperate, assist, and undertake all reasonable actions to accomplish the steps contemplated by this Settlement Agreement and to implement the Class Action Settlement on the terms and conditions provided herein.

Section 26.2 The Parties agree to take all actions necessary to obtain final approval of the Class Action Settlement and entry of a Final Order and Judgment, including the terms and provisions described in this Settlement Agreement, and, upon final approval and entry of such order, an order dismissing the Class Action Complaint

and Related Lawsuits with prejudice as to the Class and Subclass Representatives, the Settlement Class, and each Settlement Class Member.

Section 26.3 The Parties and their counsel agree to support the final approval and implementation of this Settlement Agreement and defend it against objections, appeal, collateral attack or any efforts to hinder or delay its approval and implementation. Neither the Parties nor their counsel, directly or indirectly, will encourage any person to object to the Class Action Settlement or assist them in doing so.

ARTICLE XXVII

Continuing Jurisdiction

Section 27.1 Pursuant to the Final Order and Judgment, the Court will retain continuing and exclusive jurisdiction over the Parties and their counsel, all Settlement Class Members, the Special Master, BAP Administrator, Claims Administrator, Liens Resolution Administrator, Appeals Advisory Panel, Appeals Advisory Panel Consultants, and Trustee with respect to the terms of the Settlement Agreement. Any disputes or controversies arising out of, or related to, the interpretation, implementation, administration, and enforcement of this Settlement Agreement will be made by motion to the Court. In addition, the Parties, including each Settlement Class Member, are hereby deemed to have submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Settlement Agreement. The terms of the Settlement Agreement will be incorporated into the Final Order and Judgment of the Court, which will allow that Final Order and Judgment to serve as an enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to the Settlement Agreement.

(a) Notwithstanding any contrary law applicable to the underlying claims, this Settlement Agreement and the Releases hereunder will be interpreted and enforced in accordance with the laws of the State of New York, without regard to conflict of law principles.

ARTICLE XXVIII

Role of Co-Lead Class Counsel, Class Counsel and Subclass Counsel

Section 28.1 Co-Lead Class Counsel and Class Counsel acknowledge that, under applicable law, their respective duty is to the entire Settlement Class, to act in the best interest of the Settlement Class as a whole, with respect to promoting, supporting, and effectuating, as fair, adequate, and reasonable, the approval, implementation, and administration of the settlement embodied in the Settlement Agreement, and that their professional responsibilities as attorneys are to be viewed in this light, under the ongoing supervision and jurisdiction of the Court that appoints them to represent the interests of the Settlement Class.

Section 28.2 Subclass Counsel acknowledge that, under applicable law, their respective duty is to their respective Subclasses, to act in the best interest of the respective Subclass as a whole, with respect to promoting, supporting, and effectuating,

as fair, adequate, and reasonable, the approval, implementation, and administration of the settlement embodied in the Settlement Agreement, and that their professional responsibilities as attorneys are to be viewed in this light, under the ongoing supervision and jurisdiction of the Court that appoints them to represent the interests of the respective Subclass.

ARTICLE XXIX

Bargained-For Benefits

Section 29.1 Nothing in the Collective Bargaining Agreement will preclude Settlement Class Members from receiving benefits under the Settlement Agreement. In addition, the fact that a Settlement Class Member has signed, or will sign, a release and covenant not to sue pursuant to Article 65 of the 2011 Collective Bargaining Agreement will not preclude the Settlement Class Member from receiving benefits under the Settlement Agreement, and the NFL Parties agree not to assert any defense or objection to the Settlement Class Member's receipt of benefits under the Settlement Agreement on the ground that he executed a release and covenant not to sue pursuant to Article 65 of the 2011 Collective Bargaining Agreement.

Section 29.2 A Retired NFL Football Player's participation in the Settlement Agreement will not in any way affect his eligibility for bargained-for benefits under the Collective Bargaining Agreement or the terms or conditions under which those benefits are provided, except as set forth in Section 18.1.

ARTICLE XXX

Miscellaneous Provisions

Section 30.1 No Assignment of Claims. Neither the Settlement Class nor any Class or Subclass Representative or Settlement Class Member has assigned, will assign, or will attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint. Any such assignment, or attempt to assign, to any person or entity other than the NFL Parties any rights or claims relating to the subject matter of the Class Action Complaint will be void, invalid, and of no force and effect and the Claims Administrator shall not recognize any such action.

Section 30.2 Individual Counsel

(a) Counsel individually representing a Settlement Class Member shall provide notice of his or her representation to the Claims Administrator within thirty (30) days of the Effective Date or within thirty (30) days of the retention if Counsel is retained after the Effective Date. Counsel acting on his or her client's behalf may submit all claim forms, proof, correspondence, or other documents to the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator on behalf of that Settlement Class Member; provided, however, that counsel individually representing a Settlement Class Member may not sign on behalf of that Settlement Class Member: (i) an Opt Out request; (ii) a revocation of an Opt Out; (iii) an objection, as set

forth in Section 14.3; (iv) a Claim Form, (v) a Derivative Claim Form, or (vi) an Appeals Form.

(b) Where a Settlement Class Member indicates in writing to the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator that he or she is individually represented by counsel, the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator will copy the counsel individually representing a Settlement Class Member on any written communications with the Settlement Class Member. Any communications, whether written or oral, by the Special Master, BAP Administrator, Claims Administrator or Lien Resolution Administrator with counsel individually representing a Settlement Class Member will be deemed to be a communication directly with such individually represented Settlement Class Member.

Section 30.3 Integration. This Settlement Agreement and its exhibits, attachments, and appendices will constitute the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, letters, conversations, agreements, term sheets, and understandings, whether written or oral, relating to the subject matter of this Settlement Agreement, including the Settlement Term Sheet dated August 29, 2013. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, agreement, arrangement, or understanding, whether written or oral, concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

Section 30.4 Headings. The headings used in this Settlement Agreement are intended for the convenience of the reader only and will not affect the meaning or interpretation of this Settlement Agreement in any manner. Any inconsistency between the headings used in this Settlement Agreement and the text of the Articles and Sections of this Settlement Agreement will be resolved in favor of the text.

Section 30.5 Incorporation of Exhibits. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, any inconsistency between this Settlement Agreement and any attachments, exhibits, or appendices hereto will be resolved in favor of this Settlement Agreement.

Section 30.6 Amendment. This Settlement Agreement will not be subject to any change, modification, amendment, or addition without the express written consent of Class Counsel and Counsel for the NFL Parties, on behalf of all Parties to this Settlement Agreement, and upon Court approval.

Section 30.7 Mutual Preparation. The Parties have negotiated all of the terms and conditions of this Settlement Agreement at arm's length. Neither the Settlement Class Members nor the NFL Parties, nor any one of them, nor any of their counsel will be considered to be the sole drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or

construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement. This Settlement Agreement will be deemed to have been mutually prepared by the Parties and will not be construed against any of them by reason of authorship.

Section 30.8 Beneficiaries. This Settlement Agreement will be binding upon the Parties and will inure to the benefit of the Settlement Class Members and the Released Parties. All Released Parties who are not the NFL Parties are intended third-party beneficiaries who are entitled to enforce the terms of the Releases and Covenant Not to Sue set forth in ARTICLE XVIII. No provision in this Settlement Agreement is intended to create any third-party beneficiary to this Settlement Agreement other than the Released Parties. Nothing expressed or implied in this Settlement Agreement is intended to or will be construed to confer upon or give any person or entity other than Class and Subclass Representatives, the Settlement Class Members, Class Counsel, the NFL Parties, the Released Parties, and Counsel for the NFL Parties, any right or remedy under or by reason of this Settlement Agreement.

Section 30.9 Extensions of Time. Co-Lead Class Counsel and Counsel for the NFL Parties may agree in writing, subject to approval of the Court where required, to reasonable extensions of time to implement the provisions of this Settlement Agreement.

Section 30.10 Execution in Counterparts. This Settlement Agreement may be executed in counterparts, and a facsimile signature will be deemed an original signature for purposes of this Settlement Agreement.

Section 30.11 Good Faith Implementation. Co-Lead Class Counsel and Counsel for the NFL Parties will undertake to implement the terms of this Settlement Agreement in good faith. Before filing any motion or petition in the Court raising a dispute arising out of or related to this Settlement Agreement, Co-Lead Class Counsel and Counsel for the NFL Parties will consult with each other in good faith and certify to the Court that they have conferred in good faith.

Section 30.12 Force Majeure. The Parties will be excused from any failure to perform timely any obligation hereunder to the extent such failure is caused by war, acts of public enemies or terrorists, strikes or other labor disturbances, fires, floods, acts of God, or any causes of the like or different kind beyond the reasonable control of the Parties.

Section 30.13 Waiver. The waiver by any Party of any breach of this Settlement Agreement by another Party will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

Section 30.14 Tax Consequences. No opinion regarding the tax consequences of this Settlement Agreement to any individual Settlement Class Member is being given or will be given by the NFL Parties, Counsel for the NFL Parties, Class


and Subclass Representatives, Class Counsel, nor is any representation or warranty in this regard made by virtue of this Settlement Agreement. Settlement Class Members must consult their own tax advisors regarding the tax consequences of the Settlement Agreement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto. Each Settlement Class Member's tax obligations, and the determination thereof, are his or her sole responsibility, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member. The NFL Parties, Counsel for the NFL Parties, Class Counsel will have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Settlement Agreement. To the extent required by law, the Claims Administrator will report payments made under the Settlement Agreement to the appropriate authorities.

Section 30.15 Issuance of Notices and Submission of Materials. In any instance in which this Settlement Agreement requires the issuance of any notice regarding registration, a claim or an award, unless specified otherwise in this Settlement Agreement, such notice must be issued by: (a) online submission through any secure web-based portal established by the Claims Administrator for this purpose to the Settlement Class Member or NFL Parties, which shall be accompanied by an email certifying receipt; or (b) U.S. mail (or its foreign equivalent). In any instance in which this Settlement Agreement requires submission of materials by or on behalf of a Settlement Class Member or the NFL Parties, unless specified otherwise in this Settlement Agreement, such submission must be made by: (a) online submission through any secure web-based portal established by the Claims Administrator for this purpose; or (b) U.S. mail (or its foreign equivalent); or (c) delivery. Written notice to the Class Representatives or Co-Lead Class Counsel must be given to: Christopher A. Seeger, Seeger Weiss LLP, 77 Water Street, New York, New York 10005; and Sol Weiss, Anapol Schwartz, 1710 Spruce Street, Philadelphia, PA 19103. Written notice to the NFL Parties or Counsel for the NFL Parties must be given to: Jeffrey Pash, Executive Vice President and General Counsel, National Football League, 345 Park Avenue, New York, New York 10154; Anastasia Danias, Senior Vice President and Chief Litigation Officer, National Football League, 345 Park Avenue, New York, New York 10154; and Brad S. Karp, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, or such other person or persons as shall be designated by the Parties.

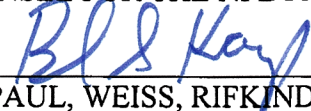
Section 30.16 Party Burden. Unless explicitly provided otherwise, whenever a showing is required to be made in this Settlement Agreement, the party seeking the relief shall bear the burden of substantiation.

Agreed to as of this 25th day of June, 2014.

NATIONAL FOOTBALL LEAGUE, NFL PROPERTIES LLC

By: 
Jeffrey Pash
NFL Executive Vice President

COUNSEL FOR THE NFL PARTIES

By: 
PAUL, WEISS, RIFKIND, WHARTON &
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Brad S. Karp
Theodore V. Wells, Jr.
Bruce Birenboim
Beth A. Wilkinson
Lynn B. Bayard

CO-LEAD CLASS COUNSEL

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SEEGER WEISS LLP
Christopher A. Seeger

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ANAPOL SCHWARTZ
Sol Weiss

CLASS COUNSEL

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PODHURST ORSECK, P.A.
Steven C. Marks

By: _____
LOCKS LAW FIRM
Gene Locks

SUBCLASS COUNSEL

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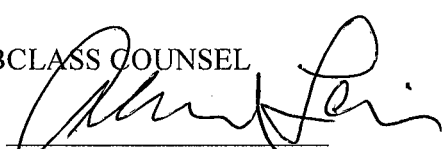
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Exhibit B-1

INJURY DEFINITIONS

DIAGNOSIS FOR BAP SUPPLEMENTAL BENEFITS

Level 1 Neurocognitive Impairment

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 1 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a decline in cognitive function.

(ii) Evidence of moderate cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating scale Category 0.5 (Questionable) in the areas of Community Affairs, Home & Hobbies, and Personal Care.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) Level 1 Neurocognitive Impairment, for the purposes of this Settlement Agreement, may only be diagnosed by Qualified BAP Providers during a BAP baseline assessment examination, with agreement on the diagnosis by the Qualified BAP Providers.

QUALIFYING DIAGNOSES FOR MONETARY AWARDS

1. Level 1.5 Neurocognitive Impairment

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 1.5 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function.

(ii) Evidence of a moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating (CDR) scale Category 1.0 (Mild) in the areas of Community Affairs, Home & Hobbies, and Personal Care. Such functional impairment shall be corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis. In the event that no documentary evidence of functional impairment exists or is available, then (a) there must be evidence of moderate to severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the Retired NFL Football Player's functional impairment, as described above, must be corroborated by a third-party sworn affidavit from a person familiar with the Retired NFL Football Player's condition (other than the player or his family members), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) For living Retired NFL Football Players diagnosed outside of the BAP, a diagnosis while living of Level 1.5 Neurocognitive Impairment, *i.e.*, early dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 1(a)(i)-(iv) above, made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(c) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Level 1.5 Neurocognitive Impairment, *i.e.*, early dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 1(a)(i)-(iv)

above, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology or neurocognitive disorders, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

2. Level 2 Neurocognitive Impairment

(a) For Retired NFL Football Players diagnosed through the BAP, a diagnosis of Level 2 Neurocognitive Impairment must meet the criteria set forth in subsections (i)-(iv) below:

(i) Concern of the Retired NFL Football Player, a knowledgeable informant, or the Qualified BAP Provider that there has been a severe decline in cognitive function.

(ii) Evidence of a severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in two or more cognitive domains (complex attention, executive function, learning and memory, language, perceptual-spatial), provided one of the cognitive domains is (a) executive function, (b) learning and memory, or (c) complex attention.

(iii) The Retired NFL Football Player exhibits functional impairment generally consistent with the criteria set forth in the National Alzheimer's Coordinating Center's Clinical Dementia Rating (CDR) scale Category 2.0 (Moderate) in the areas of Community Affairs, Home & Hobbies, and Personal Care. Such functional impairment shall be corroborated by documentary evidence (*e.g.*, medical records, employment records), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis. In the event that no documentary evidence of functional impairment exists or is available, then (a) there must be evidence of severe cognitive decline from a previous level of performance, as determined by and in accordance with the standardized neuropsychological testing protocol annexed in Exhibit 2 to the Settlement Agreement, in the executive function cognitive domain or the learning and memory cognitive domain, and at least one other cognitive domain; and (b) the Retired NFL Football Player's functional impairment, as described above, must be corroborated by a third-party sworn affidavit from a person familiar with the Retired NFL Football Player's condition (other than the player or his family members), the sufficiency of which will be determined by the physician making the Qualifying Diagnosis.

(iv) The cognitive deficits do not occur exclusively in the context of a delirium, acute substance abuse, or as a result of medication side effects.

(b) For living Retired NFL Football Players diagnosed outside of the BAP, a diagnosis while living of Level 2 Neurocognitive Impairment, *i.e.*, moderate dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 2(a)(i)-(iv) above, unless the diagnosing physician can certify in the Diagnosing Physician Certification that certain testing in 2(a)(i)-(iv) is medically unnecessary because the Retired NFL Football Player's dementia is so severe, made by a Qualified MAF Physician or a board-certified

or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(c) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Level 2 Neurocognitive Impairment, *i.e.*, moderate dementia, based on evaluation and evidence generally consistent with the diagnostic criteria set forth in subsection 2(a)(i)-(iv) above, unless the diagnosing physician can certify in the Diagnosing Physician Certification that certain testing in 2(a)(i)-(iv) was medically unnecessary because the Retired NFL Football Player's dementia was so severe, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology or neurocognitive disorders, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

3. Alzheimer's Disease

(a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Alzheimer's Disease as defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9), the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10), or a diagnosis of Major Neurocognitive Disorder due to probable Alzheimer's Disease as defined in the *Diagnostic and Statistical Manual of Mental Disorders* (DSM-5), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(b) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Major Neurocognitive Disorder due to probable Alzheimer's Disease consistent with the definition in *Diagnostic and Statistical Manual of Mental Disorders* (DSM-5), or a diagnosis of Alzheimer's Disease, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

4. Parkinson's Disease

(a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Parkinson's Disease as defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9), the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10), or a diagnosis of Major Neurocognitive Disorder probably due to Parkinson's Disease as defined in the *Diagnostic and Statistical Manual of Mental Disorders* (DSM-5), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(b) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of Parkinson's Disease, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist

physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

5. **Death with Chronic Traumatic Encephalopathy (CTE)**

For Retired NFL Football Players who died prior to the date of the Preliminary Approval and Class Certification Order, a post-mortem diagnosis of CTE made by a board-certified neuropathologist.

6. **Amyotrophic Lateral Sclerosis (ALS)**

(a) For living Retired NFL Football Players, a diagnosis while living of the specific disease of Amyotrophic Lateral Sclerosis, also known as Lou Gehrig's Disease ("ALS"), as defined by the World Health Organization's International Classification of Diseases, 9th Edition (ICD-9) or the World Health Organization's International Classification of Diseases, 10th Edition (ICD-10), made by a Qualified MAF Physician or a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, as set forth and provided in Sections 6.3(b)-(d) of the Settlement Agreement.

(b) For Retired NFL Football Players deceased prior to the Effective Date, a diagnosis of ALS, made while the Retired NFL Football Player was living by a board-certified or otherwise qualified neurologist, neurosurgeon, or other neuro-specialist physician, or by a physician with sufficient qualifications in the field of neurology to make such a diagnosis, as set forth and provided in Sections 6.3(c)-(e) of the Settlement Agreement.

Exhibit B-2

**BASELINE NEUROPSYCHOLOGICAL TEST BATTERY AND SPECIFIC IMPAIRMENT
CRITERIA FOR RETIRED NFL FOOTBALL PLAYERS**

Section 1. Test Battery

Estimating Premorbid Intellectual Ability	Learning and Memory (6 scores)
ACS Test of Premorbid Functioning (TOPF)	WMS-IV Logical Memory I
Complex Attention/Processing Speed (6 scores)	WMS-IV Logical Memory II
WAIS-IV Digit Span	WMS-IV Verbal Paired Associates I
WAIS-IV Arithmetic	WMS-IV Verbal Paired Associates II
WAIS-IV Letter Number Sequencing	WMS-IV Visual Reproduction I
WAIS-IV Coding	WMS-IV Visual Reproduction II
WAIS-IV Symbol Search	Language (3 scores)
WAIS-IV Cancellation	Boston Naming Test
Executive Functioning (4 scores)	Category Fluency (Animal Naming)
Verbal Fluency (FAS)	BDAE Complex Ideational Material
Trails B	Spatial-Perceptual (3 scores)
Booklet Category Test	WAIS-IV Block Design
WAIS-IV Similarities	WAIS-IV Visual Puzzles
Effort/Performance Validity (8 scores)	WAIS-IV Matrix Reasoning
<i>ACS Effort Scores</i>	Mental Health
ACS-WAIS-IV Reliable Digit Span	MMPI-2RF
ACS-WMS-IV Logical Memory Recognition	Mini International Neuropsychiatric Interview
ACS-WMS-IV Verbal Paired Associates Recognition	
ACS-WMS-IV Visual Reproduction Recognition	
ACS-Word Choice	
<i>Additional Effort Tests</i>	
Test of Memory Malinger (TOMM)	
Medical Symptom Validity Test (MSVT)	

Section 2: Evaluate Performance Validity

Freestanding, embedded and regression based performance validity metrics will be administered to each Retired NFL Football Player during baseline and, if relevant, subsequent neuropsychological examinations. There will be at least seven performance validity metrics utilized during each assessment. The specific performance validity metrics utilized will not be released to the public in order to maintain the highest standards of assessment validity. The performance validity metrics employed will be rotated at intervals determined by the Appeals Advisory Panel in consultation with Co-Lead Class Counsel and Counsel for the NFL Parties.

Each neuropsychological examiner must complete a checklist of validity criteria as set forth in *Slick et al.* 1999, and revised in 2013 (see below) for every Retired NFL Football Player examined in order to determine whether the Retired NFL Football Player's test data is a valid reflection of his optimal level of neurocognitive functioning.

1. Suboptimal scores on performance validity embedded indicators or tests. The cutoffs for each test should be established based on empirical findings.
2. A pattern of neuropsychological test performance that is markedly discrepant from currently accepted models of normal and abnormal central nervous system (CNS) function. The discrepancy must be consistent with an attempt to exaggerate or fabricate neuropsychological dysfunction (e.g., a patient performs in the severely impaired range on verbal attention measures but in the average range on memory testing; a patient misses items on recognition testing that were consistently provided on previous free recall trials, or misses many easy items when significantly harder items from the same test are passed).
3. Discrepancy between test data and observed behavior. Performance on two or more neuropsychological tests within a domain are discrepant with observed level of cognitive function in a way that suggests exaggeration or fabrication of dysfunction (e.g., a well-educated patient who presents with no significant visual-perceptual deficits or language disturbance in conversational speech performs in the severely impaired range on verbal fluency and confrontation naming tests).
4. Discrepancy between test data and reliable collateral reports. Performance on two or more neuropsychological tests within a domain are discrepant with day-to-day level of cognitive function described by at least one reliable collateral informant in a way that suggests exaggeration or fabrication of dysfunction (e.g., a patient handles all family finances but is unable to perform simple math problems in testing).
5. Discrepancy between test data and documented background history. Improbably poor performance on two or more standardized tests of cognitive function within a specific domain (e.g., memory) that is inconsistent with documented neurological or psychiatric history.

6. Self-reported history is discrepant with documented history. Reported history is markedly discrepant with documented medical or psychosocial history and suggests attempts to exaggerate deficits.
7. Self-reported symptoms are discrepant with known patterns of brain functioning. Reported or endorsed symptoms are improbable in number, pattern, or severity; or markedly inconsistent with expectations for the type or severity of documented medical problems.
8. Self-reported symptoms are discrepant with behavioral observations. Reported symptoms are markedly inconsistent with observed behavior (e.g., a patient complains of severe episodic memory deficits yet has little difficulty remembering names, events, or appointments; a patient complains of severe cognitive deficits yet has little difficulty driving independently and arrives on time for an appointment in an unfamiliar area; a patient complains of severely slowed mentation and concentration problems yet easily follows complex conversation).
9. Self-reported symptoms are discrepant with information obtained from collateral informants. Reported symptoms, history, or observed behavior is inconsistent with information obtained from other informants judged to be adequately reliable. The discrepancy must be consistent with an attempt to exaggerate deficits (e.g., a patient reports severe memory impairment and/or behaves as if severely memory-impaired, but his spouse reports that the patient has minimal memory dysfunction at home).

Notwithstanding a practitioner's determination of sufficient effort in accordance with the foregoing factors, a Retired NFL Football Player's failure on two or more effort tests may result in the Retired NFL Football Player's test results being subjected to independent review, or result in a need for supplemental testing of the Retired NFL Football Player.

Note: Additional information relating to the evaluation of effort and performance validity will be provided in a clinician's interpretation guide.

Section 3. Estimate Premorbid Intellectual Ability

Test	Ability
Test of Premorbid Functioning (TOPF)	Reading Reading + Demographic Variables

The Test of Premorbid Functioning (TOPF) provides three models for predicting premorbid functioning: (a) demographics only, (b) TOPF only, and (c) combined demographics and TOPF prediction equations. For each model using demographic data, a simple and complex prediction equation can be selected. In the simple model, only sex, race/ethnicity, and education, are used in predicting premorbid ability. In the complex model, developmental, personal, and more specific demographic data is incorporated into the equations. The clinician should select a model based on the patient's background and his or her current level of reading or language impairment.

Note: It is necessary to estimate premorbid intellectual functioning in order to use the criteria for impairment set out in this document. Estimated premorbid intellectual ability will be assessed and classified as:

- Below Average (estimated IQ below 90);
- Average (estimated IQ between 90 and 109);
- Above Average (estimated IQ above 110).

Section 4. Neuropsychological Test Score Criteria by Domain of Cognitive Functioning

There are 5 domains of cognitive functioning. In each domain, there are several tests that contribute 3, 4, or 6 demographically-adjusted test scores for consideration. Test selection in the domains was based on the availability of demographically-adjusted normative data for Caucasians and African Americans. These domains and scores are set out below.

The basic principle for defining impairment on testing is that there must be a pattern of performance that is approximately 1.5 standard deviations (for Level 1 Impairment), 1.7-1.8 standard deviations (for Level 1.5 Impairment) or 2 standard deviations (for Level 2 Impairment) below the person's expected level of premorbid functioning. Therefore, it is necessary to have more than one low test score in each domain. A user manual will be provided to neuropsychologists setting out the cutoff scores, criteria for identifying impairment in each cognitive domain, and statistical and normative data to support the impairment criteria.

Domain/Test	Ability
Complex Attention/Speed of Processing (6 Scores)	
Digit Span	Attention & Working Memory
Arithmetic	Mental Arithmetic
Letter Number Sequencing	Attention & Working Memory
Coding	Visual-Processing & Clerical Speed
Symbol Search	Visual-Scanning & Processing Speed
Cancellation	Visual-Scanning Speed
Executive Functioning (4 scores)	
Similarities	Verbal Reasoning
Verbal Fluency (FAS)	Phonemic Verbal Fluency
Trails B	Complex Sequencing
Booklet Category Test	Conceptual Reasoning
Learning and Memory (6 scores)	
Logical Memory I	Immediate Memory for Stories
Logical Memory II	Delayed Memory for Stories
Verbal Paired Associates I	Learning Word Pairs
Verbal Paired Associates II	Delayed Memory for Word Pairs
Visual Reproduction I	Immediate Memory for Designs
Visual Reproduction II	Delayed Memory for Designs
Language	
Boston Naming Test	Confrontation Naming
BDAE Complex Ideational Material	Language Comprehension
Category Fluency	Category (Semantic) Fluency
Visual-Perceptual	
Block Design	Spatial Skills & Problem Solving
Visual Puzzles	Visual Perceptual Reasoning
Matrix Reasoning	Visual Perceptual Reasoning

Impairment Criteria: *Below Average* Estimated Intellectual Functioning (A1 – E1)

A1. Complex Attention (6 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 2 scores below a T score of 30
3. Level 2 Impairment: 3 or more scores below a T score of 30
B1. Executive Function (4 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
C1. Learning and Memory (6 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 2 scores below a T score of 30
3. Level 2 Impairment: 3 or more scores below a T score of 30
D1. Language (3 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 2 scores below a T score of 35
3. Level 2 Impairment: 3 or more scores below a T score of 35
E1. Visual-Perceptual (3 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 2 scores below a T score of 35
3. Level 2 Impairment: 3 or more scores below a T score of 35

Impairment Criteria: Average Estimated Intellectual Functioning (A2 – E2)

A2. Complex Attention (6 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
B2. Executive Function (4 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: 3 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
C2. Learning and Memory (6 test scores)
1. Level 1 Impairment: 3 or more scores below a T score of 35
2. Level 1.5 Impairment: 4 or more scores below a T score of 35; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
D2. Language (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 35
3. Level 2 Impairment: 2 or more scores below a T score of 35
E2. Visual-Perceptual (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 35
3. Level 2 Impairment: 2 or more scores below a T score of 35

Impairment Criteria: *Above Average* Estimated Intellectual Functioning (A3 – E3)

A3. Complex Attention (6 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37
3. Level 2 Impairment: 3 or more scores below a T score of 35
B3. Executive Function (4 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 37
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37; or meet for Level 1 and 1 score below a T score of 30
3. Level 2 Impairment: 2 or more scores below a T score of 30
C3. Learning and Memory (6 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 35
2. Level 1.5 Impairment: meet for Level 1 and 3 or more scores below a T score of 37
3. Level 2 Impairment: 3 or more scores below a T score of 35
D3. Language (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 40
2. Level 1.5 Impairment: 3 scores below at T score of 40; or meet for Level 1 and 1 score below a T score of 37
3. Level 2 Impairment: 2 or more scores below a T score of 37
E3. Visual-Perceptual (3 test scores)
1. Level 1 Impairment: 2 or more scores below a T score of 40
2. Level 1.5 Impairment: 3 scores below at T score of 40; or meet for Level 1 and 1 score below a T score of 37
3. Level 2 Impairment: 2 or more scores below a T score of 37

Section 5: Mental Health Assessment

Test	Symptoms/Functioning	Assessment
MMPI-2RF	Mental Health Assessment	Evaluation of Validity Scales and Configurations; T-Scores for Symptom Domains
Mini International Neuropsychiatric Interview (M.I.N.I. Version 5.0.0)	Semi-structured Psychiatric Interview	Scale Criteria for Various Psychiatric Diagnoses

Exhibit B-3

MONETARY AWARD GRID
(BY AGE AT TIME OF QUALIFYING DIAGNOSIS)

Age Group	ALS	Death w/CTE	Parkinson's	Alzheimer's	Level 2	Level 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45-49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50-54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55-59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60-64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65-69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70-74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75-79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

The above Monetary Award levels are the average base Monetary Awards for each of the Qualifying Diagnoses for particular age groups, except for the “Under 45” and “80+” rows, which list the maximum and minimum base Monetary Awards, respectively, for those age groups. A Settlement Class Member’s actual base Monetary Award for ages 45-79 may be higher or lower than the average base Monetary Award listed for the Retired NFL Football Player’s age group, depending on the Retired NFL Football Player’s actual age at the time of Qualifying Diagnosis.

Base Monetary Awards are subject to: (a) upward adjustment for inflation, as provided in Section 6.7 of the Settlement Agreement; and (b) downward adjustment based on Offsets (Number of Eligible Seasons, medically diagnosed Stroke occurring prior to a Qualifying Diagnosis, medically diagnosed Traumatic Brain Injury occurring prior to a Qualifying Diagnosis, and non-participation in the BAP by a Retired NFL Football Player in Subclass 1, under the circumstances described in detail in the Settlement Agreement), as provided in Section 6.5(b) of the Settlement Agreement.

Exhibit B-4

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION	:	No. 2:12-md-02323-AB
	:	
	:	MDL No. 2323
	:	
Kevin Turner and Shawn Wooden, <i>on behalf of themselves and others similarly situated,</i>	:	
Plaintiffs,	:	Civ. Action No.: 14-cv-00029-AB
	:	
v.	:	
	:	
National Football League and NFL Properties, LLC, successor-in-interest to NFL Properties, Inc.,	:	
Defendants.	:	
THIS DOCUMENT RELATES TO: ALL ACTIONS	:	

[PROPOSED] FINAL ORDER AND JUDGMENT

On January 6, 2014, Plaintiffs in the above-referenced action ("Action") filed a Class Action Complaint and on June 25, 2014 a Settlement Agreement was entered into by and among defendants the National Football League ("NFL") and NFL Properties LLC ("NFL Properties") (collectively, "NFL Parties"), by and through their attorneys, and the Class Representatives and Subclass Representatives, individually and on behalf of the Settlement Class and Subclasses, by and through Co-Lead Class Counsel, Class Counsel and Subclass Counsel.

On [DATE], the Court entered a Preliminary Approval and Conditional Class Certification Order ("Preliminary Order") that, among other things: (i) preliminarily approved

the Settlement Agreement; (ii) for purposes of the Settlement Agreement only, conditionally certified the Settlement Class and Subclasses; (iii) appointed Co-Lead Class Counsel, Class Counsel, and Subclass Counsel; (iv) approved the form and method of notice of the Settlement Agreement to the Settlement Class and Subclasses and directed that appropriate notice of the Settlement Agreement be disseminated; (v) scheduled a Fairness Hearing for final approval of the Settlement Agreement; and (vi) stayed this matter and all Related Lawsuits in this Court and enjoined proposed Settlement Class Members from pursuing Related Lawsuits.

In its Preliminary Order, pursuant to Fed. R. Civ. P. 23(b)(3), the Court defined and certified the Settlement Class as follows:

- (i) All living NFL Football Players who, prior to the date of the Preliminary Approval and Class Certification Order, retired, formally or informally, from playing professional football with the NFL or any Member Club, including American Football League, World League of American Football, NFL Europe League and NFL Europa League players, or were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and who no longer are under contract to a Member Club and are not seeking active employment as players with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club (“Retired NFL Football Players”); and
- (ii) Authorized representatives, ordered by a court or other official of competent jurisdiction under applicable state law, of deceased or legally incapacitated or incompetent Retired NFL Football Players (“Representative Claimants”); and
- (iii) Spouses, parents, children who are dependents, or any other persons who properly under applicable state law assert the right to sue independently or derivatively by reason of their relationship with a Retired NFL Football Player or deceased Retired NFL Football Player (“Derivative Claimants”).

In its Preliminary Order, pursuant to Fed. R. Civ. P. 23(b)(3), the Court defined and certified the Subclasses as follows:

- (i) “Subclass 1” means Retired NFL Football Players who were not diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants.

- (ii) “Subclass 2” means Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to the date of the Preliminary Approval and Class Certification Order and their Representative Claimants and Derivative Claimants, and the Representative Claimants of deceased Retired NFL Football Players who were diagnosed with a Qualifying Diagnosis prior to death or who died prior to the date of the Preliminary Approval and Class Certification Order and who received a post-mortem diagnosis of CTE.

Notice was provided to Settlement Class Members pursuant to the Settlement Class Notice Plan approved in the Preliminary Order. (*See* Settlement Class Notice Plan attached to the Declaration of Katherine Kinsella, Class Notice Agent.) Counsel for the NFL Parties and Class Counsel worked together with the Settlement Class Notice Agent to fashion a Settlement Class Notice Plan that was tailored to the specific claims and Settlement Class Members of this case. Settlement Class Notice was disseminated to all known Settlement Class Members by U.S. first-class mail by [INSERT DATE]. In addition, a Summary Notice was published in accordance with the Settlement Class Notice Plan and Co-Lead Class Counsel caused to be established an automated telephone system that uses a toll-free number to respond to questions from Settlement Class Members. Co-Lead Class Counsel also caused to be established and maintained a public website that provided information about the proposed Class Action Settlement, including the Settlement Agreement, frequently asked questions, the Preliminary Order, and relevant dates for objecting to the Class Action Settlement, opting out of the Settlement Class, and the date and place of the Fairness Hearing. The website allowed Settlement Class Members to identify themselves so that Settlement Class Notice could be mailed to them. Class Counsel have established that the Settlement Class Notice Plan was implemented.

[] Settlement Class Members have chosen to be excluded from the Settlement Class by timely filing written requests for exclusion (“Opt Outs”). The Opt Outs are listed at the end of this Order in Exhibit [].

[] Settlement Class Members submitted objections to the Class Action Settlement under the process set by the Preliminary Order.

On [DATE], at [TIME], the Court held the Fairness Hearing to consider whether the Class Action Settlement was fair, reasonable, adequate, and in the best interests of the Settlement Class and Subclasses. At the Fairness Hearing, [NAMES] appeared on behalf of the Class Representatives, Subclass Representatives and Settlement Class Members, and [NAMES] appeared on behalf of the NFL Parties. Additionally, the following individuals also appeared at the Fairness Hearing having timely submitted a Notice of Intention to Appear. [INSERT LIST]

The Court, having heard arguments of counsel for the Parties and of the persons who appeared at the Fairness Hearing [REFERENCE OBJECTIONS, if any], having reviewed all materials submitted, having considered all of the files, records, and proceedings in this Action, and being otherwise fully advised,

HEREBY ORDERS THAT:

1. Jurisdiction. This Court retains continuing and exclusive jurisdiction over the Action, Parties and their counsel, all Settlement Class Members, the Special Master, BAP Administrator, Claims Administrator, Lien Resolution Administrator, Appeals Advisory Panel, Appeals Advisory Panel Consultants, Trustee and Settlement Agreement, including its enforcement and interpretation, and all other matters relating to it. This Court also retains continuing jurisdiction over the “qualified settlement funds,” as defined under § 1.468B-1 of the

Treasury Regulations promulgated under Sections 461(h) and 468B of the Internal Revenue Code of 1986 as amended, created under the Settlement Agreement.

2. Incorporation of Settlement Documents. This Order and Judgment incorporates and makes a part hereof: (a) the Settlement Agreement and exhibits filed with the Court on June 25, 2014, including definitions of the terms used therein and (b) the Settlement Class Notice Plan and the Summary Notice, both of which were filed with the Court on June 25, 2014. Unless otherwise defined in this Final Order and Judgment, the capitalized terms herein shall have the same meaning as they have in the *In re: National Football League Players' Concussion Injury Litigation*, MDL 2323, Class Action Settlement Agreement dated June 25, 2014.

3. Confirmation of Settlement Class. The provisions of the Preliminary Order that conditionally certified the Settlement Class and Subclasses should be, and hereby are, confirmed in all respects as a final class certification order under Fed. R. Civ. P. 23 for the purposes of implementing the Settlement Agreement. As set forth in the Preliminary Order, the Court finds that, for purposes of effectuating the Settlement Agreement: (a) the Settlement Class Members are so numerous that their joinder is impracticable; (b) there are questions of law and fact common to the Class and Subclasses; (c) the claims of the Class Representatives and Subclass Representatives are typical of the Settlement Class Members and the respective Subclass Members; (d) the Class Representatives and Subclass Representatives and Co-Lead Class Counsel, Class Counsel and Subclass Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (e) the questions of law or fact common to the Class and Subclasses predominate over any questions affecting only individual

Settlement Class Members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Settlement Notice. The Court finds that pursuant to Federal Rule of Civil Procedure 23(c)(2)(B) the dissemination of the Settlement Class Notice and the publication of the Summary Notice: (i) were implemented in accordance with the Preliminary Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members (a) of the effect of the Settlement Agreement (including the Releases provided for therein), (b) that the NFL Parties agreed not to object to a petition for class attorneys' fees and reasonable incurred costs up to \$112.5 million, and that at a later date, to be determined by the Court, Class Counsel may petition the Court for an award of attorneys' fees and reasonable incurred costs, and Settlement Class Members may comment on or object to the petition, (c) of their right to opt out or object to any aspect of the Settlement Agreement, (d) of their right to revoke an Opt Out prior to the Final Approval Date, and (e) of their right to appear at the Fairness Hearing; (iv) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice of the proposed Settlement Agreement; and (v) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause) and other applicable laws and rules. The Notice given by the NFL Parties to state and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

5. Confirmation of Appointment of Class and Subclass Representatives. As set forth in the Preliminary Order, the Court confirms the appointment of Shawn Wooden and Kevin Turner as Class Representatives and Shawn Wooden as Subclass 1 Representative and Kevin Turner as Subclass 2 Representative.

6. Confirmation of Appointments of Co-Lead Class Counsel, Class Counsel and Subclass Counsel. Pursuant to Fed. R. Civ. P. 23(g), the Court confirms the appointment of Christopher A. Seeger, Sol Weiss, Steven C. Marks, Gene Locks, Arnold Levin and Dianne M. Nast as Class Counsel. In addition, the appointment of Christopher A. Seeger and Sol Weiss as Co-Lead Class Counsel is confirmed, and the appointments of Arnold Levin and Dianne M. Nast as Subclass Counsel for Subclasses 1 and 2, respectively, are confirmed. Co-Lead Class Counsel, Class Counsel and Subclass Counsel are familiar with the claims in this case and have done work investigating the claims. They have consulted with other counsel in the case and have experience in handling class actions and other complex litigation. They have knowledge of the applicable laws and the resources to commit to the representation of Settlement Class Members and the Settlement Class and Subclasses.

7. Approval of Class Action Settlement. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement Agreement in its entirety (including, without limitation, the NFL Parties' payment obligations, as set forth in Article XXIII of the Settlement Agreement, the Releases provided for therein, and the dismissal with prejudice of claims against the NFL Parties) and finds that the Settlement Agreement is fair, reasonable and adequate. The Court also finds that the Settlement Agreement is fair, reasonable and adequate, and in the best interests of, the Class and Subclass Representatives and all Settlement Class Members, including, without limitation, the members of the Subclasses.

The Parties are ordered to implement, perform and consummate each of the obligations set forth in the Settlement Agreement in accordance with its terms and

provisions. All objections to the Settlement Agreement are found to be without merit and are overruled.

8. Dismissal of Class Action Complaint. The Class Action Complaint is hereby dismissed with prejudice, without further costs, including claims for interest, penalties, costs and attorneys' fees, except that Class Counsel's motion for an award of class attorneys' fees and reasonable incurred costs, as contemplated by the Parties in Section 21.1 of the Settlement Agreement, will be made at an appropriate time to be determined by the Court.

9. Dismissal of Released Claims. As set forth in Article XVIII of the Settlement Agreement, the Settlement Class, the Class and Subclass Representatives and each Settlement Class Member, on his or her own behalf and on behalf of his or her respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, trustees, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on behalf of any Settlement Class Member (the "Releasors"), have waived and released, forever discharged and held harmless the Released Parties, and each of them:

- a. Of and from any and all past, present and future claims, counterclaims, actions, rights or causes of action, liabilities, suits, demands, damages, losses, payments, judgments, debts, dues, sums of money, costs and expenses (including, without limitation, attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, or promises, in law or in equity, contingent or non-contingent, known or unknown, suspected or unsuspected, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, whether direct, representative, class or individual in nature, in any forum that the Releasors, and each of them, had, has, or may have in the future arising out of, in any way relating to or in connection with the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth, referred to or relating to the Class Action Complaint and/or Related Lawsuits

(“Claims”), including, without limitation, the Claims identified in Section 18.1(a)(i)-(viii) of the Settlement Agreement.

- b. Of and from any and all Claims, including unknown Claims, arising from, relating to, or resulting from the reporting, transmittal of information, or communications between or among the NFL Parties, Counsel for the NFL Parties, the Special Master, Claims Administrator, Lien Resolution Administrator, any Governmental Payor and/or Medicare Part C or Part D Program sponsor, regarding any claim for benefits under this Settlement Agreement, including any consequences in the event that this Settlement Agreement impacts, limits, or precludes any Settlement Class Member’s right to benefits under Social Security or from any Governmental Payor or Medicare Part C or Part D Program sponsor.
- c. Of and from any and all Claims, including unknown Claims, pursuant to the MSP Laws, or other similar causes of action, arising from, relating to, or resulting from the failure or alleged failure of any of the Released Parties to provide for a primary payment or appropriate reimbursement to a Governmental Payor or Medicare Part C or Part D Program sponsor with a Lien in connection with claims for medical items, services, and/or prescription drugs provided in connection with compensation or benefits claimed or received by a Settlement Class Member pursuant to this Settlement Agreement.
- d. And the Special Master, BAP Administrator, Claims Administrator, and their respective officers, directors, and employees, of and from any and all Claims, including unknown Claims, arising from, relating to, or resulting from their participation, if any, in the BAP, including, but not limited to, Claims for negligence, medical malpractice, wrongful or delayed diagnosis, personal injury, bodily injury (including disease, trauma, mental or physical pain or suffering, emotional or mental harm, or anguish or loss of enjoyment of life), or death arising from, relating to, or resulting from such participation.

Accordingly, the Court hereby orders the dismissal with prejudice of all Released Claims by the Releasors against the Released Parties pending in the Court and without further costs, including claims for interest, penalties, costs and attorneys’ fees. All Releasors with Released Claims pending in any other federal court, state court, arbitration, regulatory agency, or

other tribunal or forum, other than the Court, against the Released Parties are ordered to promptly dismiss with prejudice all such Released Claims, and without further costs, including claims for interest, penalties, costs, and attorneys' fees. This Settlement Agreement will be the exclusive remedy for any and all Released Claims by or on behalf of any and all Releasors against any of the Released Parties, and no Releasor shall recover, directly or indirectly, any sums from any Released Parties for Released Claims other than those received for Released Claims under the terms of the Settlement Agreement, if any. However, nothing contained in the Settlement Agreement, including the Release and Covenant Not to Sue provisions in Article XVIII, affects the rights of Settlement Class Members to pursue claims for workers' compensation and claims alleging entitlement to NFL CBA Medical and Disability Benefits. Nor does the Settlement Agreement alter the showing that Settlement Class Members must demonstrate to pursue successful claims for workers' compensation and/or successful claims alleging entitlement to NFL CBA Medical and Disability Benefits, nor does it alter the defenses to such claims available to Released Parties except as set forth in ARTICLE XXIX.

10. Dismissal of Related Lawsuits. All Related Lawsuits pending in the Court are hereby dismissed with prejudice, without further costs, including claims for interest, penalties, costs and attorneys' fees. All Releasors with Related Lawsuits pending in any other federal court, state court, arbitration, regulatory agency, or other tribunal or forum, other than the Court, are ordered to promptly dismiss with prejudice such Related Lawsuits, and without further costs, including claims for interest, penalties, costs, and attorneys' fees.

11. Covenant Not to Sue. Consistent with Section 18.4 of the Settlement Agreement, the Class and Subclass Representatives, each Settlement Class Member, and the Settlement Class, on behalf of the Releasors, and each of them, are hereby barred, enjoined and

restrained from, at any time, continuing to prosecute, commencing, filing, initiating, instituting, causing to be instituted, assisting in instituting, or permitting to be instituted on their, his, her, or its behalf, or on behalf of any other individual or entity, any proceeding: (i) alleging or asserting any of his or her respective Released Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum, including, without limitation, the Claims set forth in Article XVIII of the Settlement Agreement; or (ii) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal or other forum as of the Effective Date, the Releasors are ordered to withdraw and seek dismissal with prejudice of such proceeding forthwith.

12. Complete Bar Order and Judgment Reduction. It is ordered that any person or entity, other than Riddell (as defined in the Settlement Agreement), that becomes liable to any Releasor, or to any other alleged tortfeasor, co-tortfeasor, co-conspirator or co-obligor, by reason of judgment or settlement, for any claims that are or could have been asserted in this Action or in any Related Lawsuit, or that arise out of or relate to any claims that are or could have been asserted in this Action or in any Related Lawsuit, or that arise out of or relate to any facts in connection with this Action or any Related Lawsuit (collectively, the “Barred Defendants”), are hereby permanently BARRED, ENJOINED and RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity or otherwise) against the Released Parties that seeks to recover from the Released Parties any part of any judgment entered against the Barred Defendants and/or any settlement reached with any of the Barred Defendants, in connection with any claims that are or could have been asserted against the Barred Defendants in this Action or in any Related Lawsuit or that arise out of or relate to any claims that are or could have been

asserted in this Action or in any Related Lawsuit, or that arise out of or relate to any facts in connection with this Action or any Related Lawsuit, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in this Action, in any Related Lawsuit, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

It is further ordered that the Released Parties are hereby permanently BARRED, ENJOINED AND RESTRAINED from commencing, prosecuting, or asserting any claim for contribution or indemnity (whether styled as a claim for contribution, indemnity or otherwise) against any of the Barred Defendants that seeks to recover any part of the NFL Parties' payment obligations as set forth in Article XXIII of the Settlement Agreement, whether arising under state, federal, or foreign law as claims, cross-claims, counterclaims, or third-party claims, whether asserted in this Action, in any Related Lawsuit, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

It is further ordered that any judgment or award obtained by the Releasers against any such Barred Defendant shall be reduced by the amount or percentage, if any, necessary under applicable law to relieve the Released Parties of all liability to such Barred Defendants on claims barred pursuant to this Paragraph 12. Such judgment reduction, partial or complete release, settlement credit, relief, or setoff, if any, shall be in an amount or percentage sufficient under applicable law to compensate such Barred Defendants for the loss of any such barred claims pursuant to this Paragraph 12 against the Released Parties.

13. No Release for Insurance Coverage. Notwithstanding anything to the contrary in this Final Order and Judgment, this Final Order and Judgment and the Settlement

Agreement are not intended to and do not effect a release of any rights or obligations that any insurer has under or in relation to any contract or policy of insurance to any named insured, insured, additional insured, or other insured person or entity thereunder, including those persons or entities referred to in Section 2.1(bbbb)(i)-(ii) of the Settlement Agreement.

14. Riddell. As set forth in the Settlement Agreement, it is hereby ordered that, with respect to any litigation by the Releasors against Riddell, if a verdict in a Releasor's favor results in verdict or judgment for contribution or indemnity against any of the Released Parties, the Releasors shall not enforce their right to collect this verdict or judgment to the extent that such enforcement creates liability against such Released Parties. In such event, the Releasors shall reduce their claim or agree to a judgment reduction or satisfy the verdict or judgment to the extent necessary to eliminate the claim of liability against the Released Parties or any Other Party claiming contribution or indemnity.

15. Confirmation of Administrative Appointments. As set forth in the Preliminary Order, the Court confirms the appointment of The Garretson Resolution Group, Inc. as the BAP Administrator, BrownGreer PLC as the Claims Administrator, The Garretson Resolution Group, Inc. as the Liens Resolution Administrator and Citibank, N.A. as the Trustee, and confirms that the Court retains continuing jurisdiction over those appointed. Pursuant to Federal Rule of Civil Procedure 53 and the inherent authority of the Court, the Court appoints _____ as Special Master to perform the duties of the Special Master as set forth in the Settlement Agreement for a five-year term.

16. No Admission. This Final Order and Judgment, the Settlement Agreement, and the documents relating thereto, and any actions taken by the NFL Parties or the Released Parties in the negotiation, execution, or satisfaction of the Settlement Agreement: (a)

do not and shall not, in any event, constitute, or be construed as, an admission of any liability or wrongdoing, or recognition of the validity of any claim made by the Class and Subclass Representatives, the Settlement Class, or any Settlement Class Member in this or any other action or proceeding; and (b) shall not, in any way, be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, of any kind, or used in any other fashion, by the Class and Subclass Representatives, the Settlement Class, any Settlement Class Member, Class Counsel, or any of the Released Parties in any litigation, action, hearing, or any judicial, arbitral, administrative, regulatory or other proceeding for any purpose, except a proceeding to resolve a dispute arising under, or to enforce, the Settlement Agreement. Without limiting the foregoing, neither the Settlement Agreement nor any of its provisions, negotiations, statements, or court proceedings relating to its provisions, nor any actions undertaken in this Settlement Agreement, will be construed as, offered as, received as, used as, or deemed to be evidence, admissible or otherwise, or admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, or as a waiver by the Released Parties of any applicable defense, or as a waiver by the Class and Subclass Representatives, the Settlement Class, or any Settlement Class Member, of any claims, causes of action, or remedies. This Paragraph shall not apply to disputes between the NFL Parties and their insurers, as to which the NFL Parties reserve all rights.

17. Modification of the Settlement Agreement. Without further approval from the Court, and without the express written consent of Class Counsel and Counsel for the NFL Parties, on behalf of all Parties, the Settlement Agreement will not be subject to any change, modification, amendment, or addition.

18. Binding Effect. The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding on the Parties (regardless of whether or not any individual Settlement Class Member receives payment of a Monetary Award or Derivative Claimant Award or participates in a BAP baseline assessment examination), as well as their respective heirs, executors, administrators, predecessors, successors, affiliates and assigns. The Opt Outs listed in Exhibit [] hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Settlement Agreement or this Final Order and Judgment.

19. Termination. If the Settlement Agreement is terminated as provided in Article XVI of the Settlement Agreement, then this Final Order and Judgment (and any orders of the Court relating to the Settlement Agreement) shall be null and void and be of no further force or effect, except as otherwise provided by the Settlement Agreement, and any unspent and uncommitted monies in the Funds will revert to, and shall be paid to, the NFL Parties within ten (10) days.

20. Entry of Final Judgment. There is no just reason to delay the entry of this Final Order and Judgment as a final judgment in this Action. Accordingly, the Clerk of Court is hereby directed, in accordance with this Final Order and Judgment and pursuant to Fed. R. Civ. P. 54, to: (i) enter final judgment dismissing with prejudice this Action and any Related Lawsuits in this Court in which Released Parties (or any of them) are the only defendants, and (ii) enter final judgment dismissing with prejudice all Released Claims asserted against Released Parties

(or any of them) in any other Related Lawsuits in this Court in which there are named defendants other than Released Parties.

SO ORDERED this _____ day of _____, 2014.

Anita B. Brody
United States District Court Judge

Exhibit B-5

NFL Concussion Settlement

All Valid Claims of Retired NFL Football Players to be Paid in Full for 65 Years

Monetary Awards, Baseline Medical Exams and Other Benefits Provided

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- The National Football League (“NFL”) and NFL Properties LLC (collectively, “NFL Parties”) have agreed to a Settlement of a class action lawsuit seeking medical monitoring and compensation for brain injuries allegedly caused by head impacts experienced in NFL football. The NFL Parties deny that they did anything wrong.
- The Settlement Class includes all retired players of the NFL, the American Football League (“AFL”) that merged with the NFL, the World League of American Football, NFL Europe League, and NFL Europa League, as well as immediate family members of retired players and legal representatives of incapacitated, incompetent or deceased retired players.
- The Settlement will provide eligible retired players with:
 - Baseline neuropsychological and neurological exams to determine if retired players are: a) currently suffering from any neurocognitive impairment, including impairment serious enough for compensation, and b) eligible for additional testing and/or treatment (\$75 million);
 - Monetary awards for diagnoses of ALS (Lou Gehrig’s disease), Parkinson’s Disease, Alzheimer’s Disease, early and moderate Dementia and certain cases of chronic traumatic encephalopathy (CTE) (a neuropathological finding) diagnosed after death. The maximum monetary awards range from \$1.5 million to \$5 million depending on the diagnosis. There is no cap on the amount of funds available to pay these Monetary Awards and all valid claims will be paid in full for 65 years; and
 - Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million).
- Individuals who represent incapacitated, incompetent or deceased retired players, or family members who meet certain criteria may also file claims for monetary awards (*see* Question 6).
- To get money, proof that injuries were caused by playing NFL football is not required.
- **Settlement Class Members will need to register to get benefits. Settlement Class Members may sign up at the website for additional information about the Settlement and updates on the registration process.**
- Your legal rights are affected even if you do nothing. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
STAY IN THE SETTLEMENT CLASS	You do not need to do anything to be included in the Settlement Class. However, once the Court approves the Settlement, you will be bound by the terms and releases contained in the Settlement. There will be later notice to explain when and how to register for Settlement benefits (<i>see</i> Question 26).
ASK TO BE EXCLUDED	You will get no benefits. This is the only option that allows you to participate in any other lawsuit against the NFL Parties about the claims in this case (<i>see</i> Question 30).

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECT	Write to the Court if you do not like the Settlement (<i>see</i> Question 35).
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- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.
- **This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at www.NFLConcussionSettlement.com.**

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

What This Notice Contains

CHAPTER 1: INTRODUCTION

BASIC INFORMATION.....Page 5

1. Why is this Notice being provided?
2. What is the litigation about?
3. What is a class action?
4. Why is there a Settlement?
5. What are the benefits of the Settlement?

WHO IS PART OF THE SETTLEMENT?Page 7

6. Who is included in the Settlement Class?
7. What players are not included in the Settlement Class?
8. What if I am not sure whether I am included in the Settlement Class?
9. What are the different levels of neurocognitive impairment?
10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM.....Page 9

11. What is the Baseline Assessment Program (“BAP”)?
12. Why should a retired player get a BAP baseline examination?
13. How does a retired player schedule a baseline assessment examination and where will it be done?

MONETARY AWARDS..... Page 10

14. What diagnoses qualify for monetary awards?
15. Do I need to prove that playing professional football caused the retired player’s Qualifying Diagnosis?
16. How much money will I receive?
17. How does the age of the retired player at the time of first diagnosis affect a monetary award?
18. How does the number of seasons a retired player played affect a monetary award?
19. How do prior strokes or brain injuries of a retired player affect a monetary award?
20. How is a retired player’s monetary award affected if he does not participate in the BAP program?
21. Can I receive a monetary award even though the retired player is dead?
22. Will this Settlement affect a retired player’s participation in NFL or NFLPA related benefits programs?
23. Will this Settlement prevent retired players from bringing workers’ compensation claims?

EDUCATION FUND.....Page 14

24. What types of education programs are supported by the Settlement?

CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT.....Page 15

25. What am I giving up to stay in the Settlement Class?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

HOW TO GET BENEFITS.....Page 15

26. How do I get Settlement benefits?
27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?
28. Can I re-apply for compensation if my claim is denied?
29. Can I appeal the determination of my monetary award claim?

EXCLUDING YOURSELF FROM THE SETTLEMENT.....Page 16

30. How do I get out of the Settlement?
31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?
32. If I exclude myself, can I still get benefits from this Settlement?

THE LAWYERS REPRESENTING YOU.....Page 17

33. Do I have a lawyer in the case?
34. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....Page 18

35. How do I tell the Court if I do not like the Settlement?
36. What is the difference between objecting to the Settlement and excluding myself?

THE COURT'S FAIRNESS HEARING.....Page 19

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?
38. Do I have to attend the hearing?
39. May I speak at the hearing?

GETTING MORE INFORMATION.....Page 19

40. How do I get more information?

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 1: INTRODUCTION

BASIC INFORMATION

1. Why is this Notice being provided?

The Court in charge of this case authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice summarizes the Settlement and explains your legal rights and options.

Judge Anita B. Brody of the United States District Court for the Eastern District of Pennsylvania is overseeing this case. The case is known as *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323. The people who sued are called the "Plaintiffs." The National Football League and NFL Properties LLC are called the "NFL Defendants."

The Settlement may affect your rights if you are: (a) a retired player of the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League, (b) an authorized representative of a deceased or legally incapacitated or incompetent retired player of those leagues, or (c) an individual with a close legal relationship with a retired player of those leagues, such as a spouse, parent or child.

2. What is the litigation about?

The Plaintiffs claim that retired players experienced head trauma during their NFL football playing careers that resulted in brain injuries, which have caused or may cause them long-term neurological problems. The Plaintiffs accuse the NFL Parties of being aware of the evidence and the risks associated with repetitive traumatic brain injuries but failing to warn and protect the players against the long-term risks, and ignoring and concealing this information from the players. The NFL Parties deny the claims in the litigation.

3. What is a class action?

In a class action, one or more people, the named plaintiffs (who are also called proposed "class representatives") sue on behalf of themselves and other people with similar claims. All of these people together are the proposed "class" or "class members." When a class action is settled, one court resolves the issues for all class members (in the settlement context, "settlement class members"), except for those who exclude themselves from the settlement. In this case, the proposed class representatives are Kevin Turner and Shawn Wooden. Excluding yourself means that you will not receive any benefits from the Settlement. The process for excluding yourself is described in Question 30 of this Notice.

4. Why is there a Settlement?

After extensive settlement negotiations mediated by retired United States District Court Judge Layn Phillips, and further settlement negotiations under the supervision of the Court-appointed Special Master, Perry Golkin, the Plaintiffs and the NFL Parties agreed to the Settlement.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements conclude litigation without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the claims of all persons affected (*see* Question 6) and the litigation between these persons and the NFL Parties are over. The persons affected by the Settlement are eligible for the benefits summarized in this Notice and the NFL Parties will no longer be legally responsible to defend against the claims made in this litigation.

The Court has not and will not decide in favor of the retired players or the other persons affected by the Settlement or the NFL Parties, and by reviewing this Settlement the Court is not making and will not make any findings that any law was broken or that the NFL Parties did anything wrong.

The proposed Class Representatives and their lawyers (“Co-Lead Class Counsel,” “Class Counsel,” and “Subclass Counsel,” *see* Question 33) believe that the proposed Settlement is best for everyone who is affected. The factors that Co-Lead Class Counsel, Class Counsel, and Subclass Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that are yet to be determined by the Court. Co-Lead Class Counsel, Class Counsel and Subclass Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

5. What are the benefits of the Settlement?

Under the Settlement, the NFL Parties will pay to fund:

- Baseline neuropsychological and neurological examinations for eligible retired players, and additional medical testing, counseling and/or treatment if they are diagnosed with moderate cognitive impairment during the baseline examinations (up to \$75 million, “Baseline Assessment Program”) (*see* Questions 11-13);
- Monetary awards for diagnoses of ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) and Death with CTE prior to [Date of Preliminary Approval Order] (*see* Questions 14-21); **All valid claims under the Settlement, without limitation, will be paid in full throughout the 65-year life of the Settlement (the “Monetary Award Fund”);** and
- Education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL’s medical and disability programs and other educational programs and initiatives (\$10 million) (*see* Question 24).

In addition, the NFL Parties will pay the cost of notifying the Settlement Class. Administrative costs and expenses will be paid out of the Monetary Award Fund. The Baseline Assessment Program costs and expenses will be paid out of the Baseline Assessment Program Fund.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

The details of the Settlement benefits are in the Settlement Agreement, which is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question 35 for the address). You can also get this information by calling 1-800-000-0000.

Note: The Baseline Assessment Program and Monetary Award Fund are completely independent of the NFL Parties and any benefit programs that have been created between the NFL and the NFL Players Association. The NFL Parties are not involved in determining the validity of claims.

WHO IS PART OF THE SETTLEMENT?

You need to decide whether you are included in the Settlement.

6. Who is included in the Settlement Class?

This Settlement Class includes three types of people:

Retired NFL Football Players: Prior to [Date of Preliminary Approval Order], all living NFL Football players who (1) have retired, formally or informally, from playing professional football with the NFL or any Member Club, including AFL, World League of American Football, NFL Europe League, and NFL Europa League players, or (2) were formerly on any roster, including preseason, regular season, or postseason, of any such Member Club or league and no longer are under contract to a Member Club and are not seeking active employment as a player with any Member Club, whether signed to a roster or signed to any practice squad, developmental squad, or taxi squad of a Member Club.

Representative Claimants: An authorized representative, ordered by a court or other official of competent jurisdiction under applicable state law, of a deceased or legally incapacitated or incompetent Retired NFL Football Player.

Derivative Claimants: A spouse, parent, dependent child, or any other person who properly under applicable state law asserts the right to sue independently or derivatively by reason of his or her relationship with a living or deceased Retired NFL Football Player. (For example, a spouse asserting the right to sue due to the injury of a husband who is a Retired NFL Football Player.)

The Settlement recognizes two separate groups (“Subclasses”) of Settlement Class Members based on the Retired NFL Football Player’s injury status as of [Date of Preliminary Approval Order]:

- **Subclass 1** includes: Retired NFL Football Players who were not diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) or Death with CTE prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants.
- **Subclass 2** includes:
 - Retired NFL Football Players who were diagnosed with ALS, Parkinson’s Disease, Alzheimer’s Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to [Date of Preliminary Approval Order], and their Representative Claimants and Derivative Claimants; and

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

- Representative Claimants of deceased Retired NFL Football Players who were diagnosed with ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), or Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia) prior to death or who died prior to [Date of Preliminary Approval Order] and received a diagnosis of Death with CTE.

7. What players are not included in the Settlement Class?

The Settlement Class does not include: (a) current NFL players, and (b) people who tried out for NFL or AFL Member Clubs, or World League of American Football, NFL Europe League or NFL Europa League teams, but did not make it onto preseason, regular season or postseason rosters, or practice squads, developmental squads or taxi squads.

8. What if I am not sure whether I am included in the Settlement Class?

If you are not sure whether you are included in the Settlement Class, you may call **1-800-000-0000** with questions or visit www.NFLConcussionSettlement.com. You may also write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000. You may also consult with your own attorney.

9. What are the different levels of neurocognitive impairment?

In addition to ALS, Parkinson's Disease, and Alzheimer's Disease, various levels of neurocognitive impairment are covered by this Settlement. More details can be found in the Injury Definitions, which are available at www.NFLConcussionSettlement.com or by calling **1-800-000-0000**.

The level of Neurocognitive Impairment will be established in part with evidence of decline in performance in at least two areas subject to clinical evaluative testing (complex attention, executive function, learning and memory, language, or perceptual-spatial), provided one of the areas is executive function, learning and memory, or complex attention, and related functional impairment as follows:

LEVEL OF NEUROCOGNITIVE IMPAIRMENT	TYPE OF IMPAIRMENT	DEGREE OF DECLINE
Level 1	Moderate cognitive impairment	Moderate cognitive decline
Level 1.5	Early Dementia	Moderate to severe cognitive decline
Level 2	Moderate Dementia	Severe cognitive decline

If neurocognitive impairment is temporary and only occurs with delirium, or as a result of substance abuse or medicinal side effects, it is not covered by the Settlement.

10. Must a retired player be vested under the NFL Retirement Plan to receive Settlement benefits?

No. A retired player can be a Settlement Class Member regardless of whether he is vested due to credited seasons or total and permanent disability under the Bert Bell/Pete Rozelle NFL Player Retirement Plan.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

CHAPTER 2: SETTLEMENT BENEFITS

THE BASELINE ASSESSMENT PROGRAM

11. What is the Baseline Assessment Program (“BAP”)?

All living retired players who have earned at least one-half of an Eligible Season (*see* Question 18), who do not exclude themselves from the Settlement (*see* Question 30), and who timely register to participate in the Settlement (*see* Question 26) may participate in the Baseline Assessment Program (“BAP”).

The BAP will provide baseline neuropsychological and neurological assessment examinations to determine whether retired players are currently suffering from cognitive impairment. Retired players will have from two to ten years, depending on their age as of the date the Settlement is finally approved and any appeals are fully resolved (“Final Settlement Approval”), to have a baseline examination conducted through a nationwide network of qualified and independent medical providers.

- Retired players 43 or older as of the date the Settlement goes into effect will need to have a baseline examination within two years of the start of the BAP.
- Retired players under the age of 43 as of the date the Settlement goes into effect will need to have a baseline examination within 10 years of the start of the BAP, or before they turn 45, whichever comes sooner.

Retired players who are diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment) are eligible to receive further medical testing and/or treatment (including counseling and pharmaceuticals) for that condition during the ten-year term of the BAP or within five years from diagnosis, whichever is later.

Retired players who participate in the BAP will be encouraged to provide their confidential medical records for use in research into cognitive impairment and safety and injury prevention with respect to football players.

Although all retired players are encouraged to take advantage of the BAP and receive a baseline examination, they do not need to participate in the BAP to receive a monetary award, but any award to the retired player may be reduced by 10% if the retired player does not participate in the BAP, as explained in more detail in Question 20.

12. Why should a retired player get a BAP baseline examination?

Getting a BAP baseline examination will be beneficial. It will determine whether the retired player has any cognitive impairment. If he is diagnosed with Level 1 Neurocognitive Impairment (*i.e.*, moderate cognitive impairment), he will be eligible to receive further medical testing and/or treatment for that condition. In addition, regardless of any cognitive impairment today, the results of the BAP baseline examination can be used as a comparison to measure any subsequent deterioration of cognitive condition over the course of his life. Participants also will be examined by at least two experts during the BAP baseline examinations, a neuropsychologist and a neurologist, and the retired player and/or his family members will have the opportunity to ask questions relating to any cognitive impairment during those examinations.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Participation in the BAP does not prevent the retired player from filing a claim for a monetary award. For the next 65 years, retired players will be eligible for compensation paid from the Monetary Award Fund if the player develops a Qualifying Diagnosis (*see* Question 14). Participation in the BAP also will help ensure that, to the extent the retired player receives a Qualifying Diagnosis in the future, he will receive the maximum monetary award to which he is entitled (*see* Question 20).

13. How does a retired player schedule a baseline assessment examination and where will it be done?

Retired players need to register for Settlement benefits before they can get a baseline assessment examination. Registration for benefits will not be available until after Final Settlement Approval. **However, a retired player may provide his name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that the retired player will receive additional notice about the registration process and deadlines when it becomes available.**

The BAP Administrator will send notice to those retired players determined during registration to be eligible for the BAP, explaining how to arrange for an initial baseline assessment examination. The BAP will use a nationwide network of qualified and independent medical providers who will provide both the initial baseline assessment as well as any further testing and/or treatment. The BAP Administrator, which will be appointed by the Court, will establish the network of medical providers.

MONETARY AWARDS

14. What diagnoses qualify for monetary awards?

Monetary awards are available for the diagnosis of ALS, Parkinson's Disease, Alzheimer's Disease, Level 2 Neurocognitive Impairment (*i.e.*, moderate Dementia), Level 1.5 Neurocognitive Impairment (*i.e.*, early Dementia), or Death with CTE (the "Qualifying Diagnoses"). A Qualifying Diagnosis may occur at any time until the end of the 65-year term of the Monetary Award Fund.

If a retired player receives a monetary award based on a Qualifying Diagnosis, and later is diagnosed with a different Qualifying Diagnosis that entitles him to a larger monetary award than his previous award, he will be eligible for an increase in compensation. This would also apply to Derivative Claimants.

Qualifying Diagnoses must be made by approved qualified specialists. If and when Final Settlement Approval is obtained, the Claims Administrator will create and maintain a list of specialists who may make an authorized Qualifying Diagnoses if no such diagnosis has already been made by a qualified specialist before the Settlement is effective.

15. Do I need to prove that playing professional football caused the retired player's Qualifying Diagnosis?

No. You do not need to prove that a retired player's Qualifying Diagnosis was caused by playing professional football or that he experienced head injuries in the NFL, AFL, World League of American Football, NFL Europe League, or NFL Europa League in order to receive a monetary award. The fact that a retired player receives a Qualifying Diagnosis is sufficient to be eligible for a monetary award.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

You also do not need to exclude the possibility that the Qualifying Diagnosis was caused or contributed to by amateur football or other professional football league injuries or by various risk factors linked to the Qualifying Diagnosis.

16. How much money will I receive?

The amount of money you will receive depends on the retired player's:

- Specific Qualifying Diagnosis,
- Age at the time of diagnosis (*see* Question 17),
- Number of seasons played or practiced in the NFL or the AFL (*see* Question 18),
- Diagnosis of a prior stroke or traumatic brain injury (*see* Question 19), and
- Participation in a baseline assessment exam (*see* Question 20).

The amount of money you will receive also depends on whether:

- There are any legally enforceable liens on the award,
- Any retainer agreement with an attorney, and
- The Court makes any further assessments (*see* Question 34).

Certain costs and expenses related to resolving any liens for Settlement Class Members will be paid out of such Settlement Class Members' Monetary Awards or Derivative Claimant Awards.

The table below lists the maximum amount of money available for each Qualifying Diagnosis before any adjustments are made.

QUALIFYING DIAGNOSIS	MAXIMUM AWARD AVAILABLE
Amyotrophic lateral sclerosis (ALS)	\$5 million
Death with CTE (diagnosed after death)	\$4 million
Parkinson's Disease	\$3.5 million
Alzheimer's Disease	\$3.5 million
Level 2 Neurocognitive Impairment (<i>i.e.</i> , moderate Dementia)	\$3 million
Level 1.5 Neurocognitive Impairment (<i>i.e.</i> , early Dementia)	\$1.5 million

Monetary awards may be increased up to 2.5% per year during the 65-year Monetary Award Fund term for inflation.

To receive the maximum amount outlined in the table, a retired player must have played for at least five Eligible Seasons (*see* Question 18) and have been diagnosed when younger than 45 years old.

Derivative Claimants are eligible to be compensated from the monetary award of the retired player with whom they have a close relationship in an amount of 1% of that award. If there are multiple Derivative Claimants for the same retired player, the 1% award will be divided among the Derivative Claimants according to the law where the retired player (or his Representative Claimant, if any) resides.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

17. How does the age of the retired player at the time of first diagnosis affect a monetary award?

Awards are reduced for retired players who were 45 or older when diagnosed. The younger a retired player is at the time of diagnosis, the greater the award he will receive. Setting aside the other downward adjustments to monetary awards, the table below provides:

- The average award for people diagnosed between the ages of 45-79; and
- The amount of the award for those under age 45 and over 79.

The actual amount will be determined based on each retired player's actual age at the time of diagnosis and on other potential adjustments.

AGE AT DIAGNOSIS	ALS	DEATH w/CTE	PARKINSON'S	ALZHEIMER'S	LEVEL 2	LEVEL 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45 - 49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50 - 54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55 - 59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60 - 64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65 - 69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70 - 74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75 - 79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

Note: The age of the retired player at diagnosis (not the age when applying for a monetary award) is used to determine the monetary amount awarded.

18. How does the number of seasons a retired player played affect a monetary award?

Awards are reduced for retired players who played less than five "Eligible Seasons." The Settlement uses the term "Eligible Season" to count the seasons in which a retired player played or practiced in the NFL or AFL. A retired player earns an Eligible Season for:

- Each season where he was on an NFL or AFL Member Club's "Active List" for either three or more regular season or postseason games, or
- Where he was on an Active List for one or more regular or postseason games and then spent two regular or postseason games on an injured reserve list or inactive list due to a concussion or head injury.
- A retired player also earns one-half of an Eligible Season for each season where he was on an NFL or AFL Member Club's practice, developmental, or taxi squad for at least eight games, but did not otherwise earn an Eligible Season.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

The “Active List” means the list of all players physically present, eligible and under contract to play for an NFL or AFL Member Club on a particular game day within any applicable roster or squad limits in the applicable NFL or AFL Constitution and Bylaws.

Time spent playing or practicing in the World League of American Football, NFL Europe League, and NFL Europa League does not count towards an Eligible Season.

The table below lists the reductions to a retired player’s (or his Representative Claimant’s) monetary award if the retired player has less than five Eligible Seasons. To determine the total number of Eligible Seasons credited to a retired player, add together all of the earned Eligible Seasons and half Eligible Seasons. For example, if a retired player earned two Eligible Seasons and three half Eligible Seasons, he will be credited with 3.5 Eligible Seasons.

NUMBER OF ELIGIBLE SEASONS	PERCENTAGE OF REDUCTION
4.5	10%
4	20%
3.5	30%
3	40%
2.5	50%
2	60%
1.5	70%
1	80%
.5	90%
0	97.5%

19. How do prior strokes or traumatic brain injuries of a retired player affect a monetary award?

It depends. A retired player’s monetary award (or his Representative Claimant monetary award) will be reduced by 75% if he experienced: (1) a medically diagnosed stroke that occurred before or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis; or (2) a severe traumatic brain injury unrelated to NFL football that occurred during or after the time the retired player played NFL football, but before he received a Qualifying Diagnosis.

The award will not be reduced if the retired player (or his Representative Claimant) can show by clear and convincing evidence that the stroke or traumatic brain injury is not related to the Qualifying Diagnosis.

20. How is a retired player’s monetary award affected if he does not participate in the BAP program?

It depends on when the retired player receives his Qualifying Diagnosis and the nature of the diagnosis. There is a 10% reduction to the monetary award if the retired player does not participate in the BAP and:

- Did not receive a Qualifying Diagnosis prior to [Date of Preliminary Approval Order], and

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- Receives a Qualifying Diagnosis (other than ALS) after his deadline to receive a BAP baseline assessment examination.

21. Can I receive a monetary award even though the retired player is dead?

Yes. Representative Claimants for deceased retired players with a Qualifying Diagnoses will be eligible to receive monetary awards. If the deceased retired player died before January 1, 2006, however, the Representative Claimant will only receive a monetary award if the Court determines that a wrongful death or survival claim is allowed under applicable state law.

Derivative Claimants also will be eligible for a total award of 1% of the monetary award that the Representative Claimant for the deceased retired player receives (*see* Question 16).

Representative and Derivative Claimants will also need to register for Settlement benefits (*see* Question 26).

22. Will this Settlement affect a retired player's participation in NFL or NFLPA-related benefits programs?

No. The Settlement benefits are completely independent of any benefits programs that have been created by or between the NFL and the NFL Players Association. This includes the 88 Plan (Article 58 of the 2011 Collective Bargaining Agreement) and the Neuro-Cognitive Disability Benefit (Article 65 of the 2011 Collective Bargaining Agreement).

Note: The Settlement ensures that a retired player who has signed, or will sign, a release as part of his Neuro-Cognitive Disability Benefit application, will not be denied Settlement benefits.

23. Will this Settlement prevent retired players from bringing workers' compensation claims?

No. Claims for workers' compensation will not be released by this Settlement.

EDUCATION FUND

24. What type of education programs are supported by the Settlement?

The Settlement will provide \$10 million in funding to support education programs promoting safety and injury prevention with respect to football players, including safety-related initiatives in youth football, the education of retired players regarding the NFL's medical and disability programs and other educational programs and initiatives.

Retired players will be able to actively participate in such initiatives if they desire.

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CHAPTER 3: YOUR RIGHTS

REMAINING IN THE SETTLEMENT

25. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue the NFL Parties, the Member Clubs, or related individuals and entities, or be part of any other lawsuit against the NFL Parties about the issues in this case. This means you give up your right to continue to litigate any claims related to this Settlement, or file new claims, in any court or in any proceeding at any time. **However, the Settlement does not release any claims for workers' compensation (see Question 23) or claims alleging entitlement to NFL medical and disability benefits available under the Collective Bargaining Agreement.**

Please note that certain Plaintiffs also sued the football helmet manufacturer Riddell and certain related entities (specifically, Riddell, Inc., Riddell Sports Group Inc., All American Sports Corporation, Easton-Bell Sports, Inc., EB Sports Corp., Easton-Bell Sports, LLC, and RBG Holdings Corp.). **They are not parties to this Settlement and claims against them are not released by this Settlement.**

Article XVIII of the Settlement Agreement contains the complete text and details of what Settlement Class Members give up unless they exclude themselves from the Settlement, so please read it carefully. The Settlement Agreement is available at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (see Question 35 for the address). You can also get this information by calling 1-800-000-0000. If you have any questions you can talk to the law firms listed in Question 33 for free or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET BENEFITS

26. How do I get Settlement benefits?

To get benefits, you will need to register. This is true for all Settlement Class Members, including Representative and Derivative Claimants. Registration for benefits will not begin until after Final Settlement Approval (see Question 37). If and when that occurs, further notice will be provided about the registration process and deadlines. **However, you may provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when that becomes available.** To receive any Settlement benefits, you must register on or before 180 days from the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com. Information about the registration deadline will also be available by calling **1-800-000-0000**.

27. Is there a time limit for Retired NFL Football Players and Representative Claimants to file claims for monetary awards?

Yes. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the date that further notice about the registration process and deadlines is posted on

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

www.NFLConcussionSettlement.com. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. This deadline may be extended to within four years of the Qualifying Diagnosis or the date that further notice about the registration process and deadlines is posted on www.NFLConcussionSettlement.com, whichever is later, if the Retired NFL Football Player or Representative Claimant can show substantial hardship beyond the Qualifying Diagnosis. Derivative Claimants must submit claims no later than 30 days after the Retired NFL Football Player through whom the close relationship is the basis for the claim (or the Representative Claimant of that retired player) receives a notice that he is entitled to a monetary award. All claims must be submitted by the end of the 65-year term of the Monetary Award Fund.

28. Can I re-apply for compensation if my claim is denied?

Yes. A Settlement Class Member who submits a claim for a monetary award that is denied can re-apply in the future should the Retired NFL Football Player's medical condition change.

29. Can I appeal the determination of my monetary award claim?

Yes. The Settlement establishes a process for a Settlement Class Member to appeal the denial of a monetary award claim or the amount of the monetary award.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive benefits from this Settlement, and you want to retain the right to sue the NFL Parties about the legal issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded – sometimes referred to as “opting out” of – the Settlement Class.

30. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your name, address, telephone number, and date of birth;
- A copy of your driver's license or other government issued identification;
- A statement that “I wish to exclude myself from the Settlement Class in *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323” (or substantially similar clear and unambiguous language); and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

You must mail your exclusion request, postmarked no later than **Month 00, 0000** [Date ordered by the Court], to:

NFL Concussion Settlement
P.O. Box 0000,
City, ST 00000

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

31. If I do not exclude myself, can I sue the NFL Parties for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the NFL Parties for all of the claims that this Settlement resolves. If you want to maintain your own lawsuit relating to the claims released by the Settlement, then you must exclude yourself by **Month 00, 0000**.

32. If I exclude myself, can I still get benefits from this Settlement?

No. **If you exclude yourself from the settlement you will not get any Settlement benefits.** You will not be eligible to receive a monetary award or participate in the Baseline Assessment Program.

THE LAWYERS REPRESENTING YOU

33. Do I have a lawyer in the case?

The Court has appointed a number of lawyers to represent all Settlement Class Members as “Co-Lead Class Counsel,” “Class Counsel” and “Subclass Counsel” (*see* Question 6). They are listed at the end of this Notice with their contact information.

You will not be charged for contacting these lawyers. If you are represented by an attorney, you may contact your attorney to discuss the proposed Settlement. You do not have to hire your own attorney. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

34. How will the lawyers be paid?

At a later date to be determined by the Court, Co-Lead Class Counsel, Class Counsel and Subclass Counsel will ask the Court for an award of attorneys’ fees and reasonable costs. The NFL Parties have agreed not to oppose or object to the request for attorneys’ fees and reasonable incurred costs if the request does not exceed \$112.5 million. These fees and incurred costs will be paid separately by the NFL Parties and not from the Baseline Assessment Program Fund, Education Fund, or Monetary Award Fund. Settlement Class Members will have an opportunity to comment on and/or object to this request at an appropriate time. Ultimately, the award of attorneys’ fees and reasonable costs to be paid by the NFL Parties is subject to the approval of the Court.

After Final Settlement Approval, Co-Lead Class Counsel may ask the Court to set aside up to five percent of each Monetary Award and Derivative Claimant Award to facilitate the Settlement program and related efforts of Co-Lead Class Counsel, Class Counsel and Subclass Counsel. If approved, this money would be held in a separate fund overseen by the Court. Any future request for a set-aside will describe: (1) the proposed amount; (2) how the money will be used; and (3) any other relevant information. This “set-aside” would come out of the claimant’s attorney’s fee if represented by individual counsel or, if not represented, out of the Monetary Award or Derivative Claimant Award itself. No money will be held back or set aside from any award without a Court order. The set-aside is a matter between Class Counsel and individual counsel for Settlement Class Members. The NFL Parties do not take a position on the proposal.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

OBJECTING TO THE SETTLEMENT

You may tell the Court that you do not agree with the Settlement or some part of it.

35. How do I tell the Court if I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you may object to the Settlement if you do not like some part of it. The Court will consider your views. To object to the Settlement, you or your attorney must submit your written objection to the Court. The objection must include the following:

- The name of the case and multi-district litigation, *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323;
- Your name, address, telephone number, and date of birth;
- The name of the Retired NFL Football Player through which you are a Representative Claimant or Derivative Claimant (if you are not a retired player);
- Written evidence establishing that you are a Settlement Class Member;
- A detailed statement of your objections, and the specific reasons for each such objection, including any facts or law you wish to bring to the Court's attention;
- Any other supporting papers, materials or briefs that you want the Court to consider in support of your objection; and
- Your signature by hand (not any form of electronic signature), and the date on which you signed it (even if represented by an attorney).

The requirements to object to the Settlement are described in detail in the Settlement Agreement in section 14.3.

You must file your objection with the Court no later than **Month 00, 0000 [date ordered by the Court]**:

COURT
Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797

36. What is the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement or want it to say something different. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and you do

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not want to receive any Settlement benefits. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. The Court will determine if you are allowed to speak if you request to do so (*see* Question 39).

37. When and where will the Court hold a Fairness Hearing concerning the Settlement?

The Court will hold the Fairness Hearing at XX:00 x.m. on **Month 00, 0000**, at the United States District Court for the Eastern District of Pennsylvania, located at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.NFLConcussionSettlement.com or call **1-800-000-0000**. At this hearing, the Court will hear evidence about whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may elect to listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The Court will consider the request for attorneys' fees and reasonable costs by Co-Lead Class Counsel, Class Counsel and Subclass Counsel (*see* Question 34) after the Fairness Hearing, which will be set at a later date by the Court.

38. Do I have to attend the hearing?

No. Co-Lead Class Counsel, Class Counsel and Subclass Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also have your own lawyer attend at your expense, but it is not necessary.

39. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. The Court will determine whether to grant you permission to speak. To make such a request, you must file a written notice stating that it is your wish to speak at the *In re: National Football League Players' Concussion Injury Litigation*, No. 2:12-md-02323 Fairness Hearing. Be sure to include your name, address, telephone number, and your signature. Your request to speak must be filed with the Court no later than **Month 00, 0000** at the address in Question 35.

GETTING MORE INFORMATION

40. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.NFLConcussionSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the Eastern District of Pennsylvania (*see* Question

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

35 for the address). You also may write with questions to NFL Concussion Settlement, P.O. Box 0000, City, ST 00000 or call **1-800-000-0000**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE NFL PARTIES FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

IMPORTANT DATES AND CONTACT INFORMATION		
Exclusion “Opt Out” Deadline	Month 00, 2014	
Objection Deadline	Month 00, 2014	
Deadline to Request to Speak at the Fairness Hearing	Month 00, 2014	
Fairness Hearing	Month 00, 2014	
Start of Registration Period	The start of the registration process and related deadlines will be announced on www.NFLConcussionSettlement.com following Final Settlement Approval	
Registration Deadline	180 days after registration begins	
Submit a Claim	<ul style="list-style-type: none"> Retired NFL Football Players and Representative Claimants for retired players who are diagnosed by the date of Final Settlement Approval must submit claims for monetary awards within two years of the announcement of the registration process. Retired NFL Football Players and Representative Claimants for retired players who are diagnosed after the date of Final Settlement Approval have two years from the date of diagnosis to file claims. 	
Settlement Administrator	NFL Concussion Settlement P.O. Box 0000 City, ST 00000 Tel: 1-800-000-0000	
Court	Clerk of the District Court/NFL Concussion Settlement United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106-1797	
Class Counsel	Christopher A. Seeger Co-Lead Class Counsel SEEGER WEISS LLP 77 Water Street New York, NY 10005	Sol Weiss Co-Lead Class Counsel ANAPOL SCHWARTZ 1710 Spruce Street Philadelphia, PA 19103
	Steven C. Marks Class Counsel PODHURST ORSECK P.A. City National Bank Building 25 W. Flagler Street, Suite 800 Miami, FL 33130-1780	Gene Locks Class Counsel LOCKS LAW FIRM The Curtis Center, Suite 720 East 601 Walnut Street Philadelphia, PA 19106
	Arnold Levin Counsel - Subclass 1 LEVIN FISHBEIN SEDRAN & BERMAN 510 Walnut Street, Suite 500 Philadelphia, PA 19106	Dianne M. Nast, Counsel – Counsel - Subclass 2 NAST LAW LLC 1101 Market Street, Suite 2801 Philadelphia, Pennsylvania 19107

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

Reminder: Provide your name and contact information now at www.NFLConcussionSettlement.com or by calling 1-800-000-0000. This ensures that you will receive additional notice about the registration process and deadlines when it becomes available.

QUESTIONS? CALL 1-800-000-0000 OR VISIT WWW.NFLCONCUSSIONSETTLEMENT.COM

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

THIS DOCUMENT RELATES TO:
2:14-cv-0029-AB [ECF No. 8]

ORDER

AND NOW, this __29TH__ day of July, 2014, it is **ORDERED** that the motion to intervene [ECF No. 6019] is **DENIED**. The moving parties may object to or opt-out of the settlement under the procedures set forth in my July 7, 2014 order.

s/Anita B. Brody

ANITA B. BRODY, J.

Copies **VIA ECF** on _____ to:

Copies **MAILED** on _____ to:

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB
MDL No. 2323

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Plaintiffs,

v.

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

Civil Action No. 2:14-cv-00029-AB

THIS DOCUMENT RELATES TO:
ALL ACTIONS

**REPLY IN FURTHER SUPPORT OF
MOTION TO INTERVENE (MDL DOCKET NO. 6019)**

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
ARGUMENT	3
I. Intervenors Have Established Their Right to Intervention Under Rule 24(a)	3
A. Intervenors’ Interests – and Those of Players Like Them – Are Not Adequately Represented Before the Court	3
B. Intervenors’ Request Is Timely and Will Neither Prejudice the Parties Nor Cause Undue Delay	5
C. Intervenors Have a Sufficient Interest in the Litigation That Would Be Impaired by the Proposed Settlement	6
II. Alternatively, Permissive Intervention Should Be Granted Under Rule 24(b)	7
CONCLUSION	9

TABLE OF AUTHORITIES

Page(s)

CASES

<i>Alberto v. GMRI, Inc.</i> , 252 F.R.D. 652 (E.D. Cal. 2008)	9
<i>Amchem Prods. Inc. v. Windsor</i> , 521 U.S. 591 (1997).....	3, 7
<i>In re Bluetooth Headset Prods. Liab. Litig.</i> , 654 F.3d 935 (9th Cir. 2011)	8
<i>In re Cmty. Bank of N. Va.</i> , 418 F.3d 277 (3d Cir. 2005).....	4, 5, 6
<i>Cordy v. USS–Posco Indus.</i> , No. 12-553, 2013 WL 4028627 (N.D. Cal. July 31, 2013).....	4
<i>D’Amato v. Deutsche Bank</i> , 236 F.3d 78 (2d Cir. 2001).....	8
<i>Dewey v. Volkswagen Aktiengesellschaft</i> , 681 F.3d 170 (3d Cir. 2012)	3
<i>Green v. Ariz. Cardinals Football Club LLC</i> , No. 4:14-cv-461, 2014 WL 1920468, at *4-8 (E.D. Mo. May 14, 2014).....	7
<i>In re Gen. Motors Pick-Up Truck Fuel Tank Prods. Litig.</i> , 55 F.3d 768 (3d Cir. 1995).....	3, 7
<i>Jenkins ex rel. Jenkins v. Missouri</i> , 78 F.3d 1270 (8th Cir. 1996)	3
<i>McKowan Lowe & Co. v. Jasmine, Ltd.</i> , 295 F.3d 380 (3d Cir. 2002)	5
<i>In re Nat’l Football League Players’ Concussion Litig.</i> , 961 F. Supp. 2d 708 (E.D. Pa. 2014).....	4
<i>In re Pet Foods Prods. Liab. Litig.</i> , 629 F.3d 333 (3d Cir. 2010).....	4
<i>In re Stingfree Techs. Co.</i> , 427 B.R. 337 (E.D. Pa. 2010).....	8
<i>United States v. Virgin Islands</i> , No. 12-4305, 2014 WL 1395669 (3d Cir. Apr. 11, 2014)	8
<i>Waudby v. Verizon Wireless Servs., LLC</i> , 248 F.R.D. 173, 175 (D.N.J. 2008)	7

STATUTES AND RULES

Fed. R. Civ. P. 23.....	6
Fed. R. Civ. P. 23(b)(3)	7

Fed. R. Civ. P. 24.....	2, 5
Fed. R. Civ. P. 24(a)	3
Fed. R. Civ. P. 24(b).....	7, 8

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Brent Schrotenboer, <i>NFL Takes Aim at \$25 Billion, but at What Price?</i> , USA Today.com (Feb. 5, 2014 1:42 PM EST), http://www.usatoday.com/story/sports/nfl/super/2014/01/30/super-bowl-nfl-revenue-denver-broncos-seattle-seahawks/5061197/	2
NFL Concussion Class Settlement (May 1, 2014), https://www.youtube.com/watch?v=9EWNBNgMoEk	8
Ryan Wilson, <i>Report: NFL Paid Roger Goodell \$35.1 Million Last Year</i> , CBSSports.com (Feb. 14, 2014 3:25 PM ET), http://www.cbssports.com/nfl/eye-on-football/24443392/report-nfl-paid-roger-goodell-351-million-last-year	2

INTRODUCTION

The only opposition to Intervenor's motion has come from Co-Lead Class Counsel, who, along with the Representative Plaintiffs, have a conflict in their representation of Intervenor and similarly situated class members.¹ That conflict was writ large through their crafting and advocating a settlement that would compensate a subset of class members – as well as class counsel to the tune of over \$112 million – yet provide no financial compensation for other injured class members while having them release their claims.

Co-Lead Class Counsel do not address, let alone attempt to justify, this conflict. Instead, the crux of their response is that they generally are doing a good job for the class and should be left alone, and that Intervenor has an “ulterior motive” of “want[ing] a seat at the negotiating table.” Opp. 1, 5-6. Neither contention holds water.

As for the good job they are doing – perhaps the failure to cite specific examples is due to the absence of any. Apart from their conflict, Co-Lead Class Counsel do not address: their failure to take *any discovery*; the inclusion of the inexplicable 75% offset for a single instance of non-football related traumatic brain injury or stroke; the failure to account for the NFL's widespread administration of the drug Toradol, which masks injuries and increases the risk of stroke; the absence of any indication that the mediator met with Sub-Class Counsel individually; the lack of transparency concerning negotiations; and the negotiation of a \$112 million-plus fee for themselves for the 12-day mediation. And there is no defense of the \$675 million monetary award fund – already questioned by this Court – which, of course, is not really a \$675 million fund. It is a \$300 million fund paid over two years, with another \$375 million paid over 17 years

¹ Neither the NFL Defendants nor counsel for any of the other 4,800-plus plaintiffs – including Class Counsel, Sub-Class Counsel, and counsel on the Plaintiffs' Executive Committee – has filed an opposition to Intervenor's motion.

– with none of that available to assist retired players in Intervenor’s position, should they be diagnosed with CTE post-settlement.² These “skilled negotiators and zealous advocates” extracted those financial terms from a Defendant that last year had annual revenue of more than \$10 billion,³ earned a reported \$1 billion from licensing alone,⁴ and paid its commissioner more than \$40 million.⁵

There is nothing at all “ulterior” about Intervenor’s motive. It is overt, explicit, and understandable, given the ineffectual, inadequate, and conflicted effort of Co-Lead Class Counsel to date. As we clearly state, Intervenor seeks “plaintiff-intervenor status in Civil Action No. 2:14-cv-00029-AB for purposes of participating in settlement negotiations on behalf of retired NFL players who, like themselves, have displayed medical conditions consistent with the symptoms of CTE and are at risk of developing CTE and whose interests are otherwise in conflict with those of Representative Plaintiffs, who have failed to adequately represent them.” Mem. 27-28.

Intervenor seeks to represent only the interests we have set forth. The requirements of Federal Rule of Civil Procedure 24 are met and intervention should be allowed.

² MDL Dkt. No. 5634-5 at 22-23. Given that the settlement would have permitted the NFL to spread its monetary award fund payments over 19 years, *id.* at 23 – and “not be subject to any interest obligation or inflation adjustment,” Settlement § 23.6 – the true net present value of the settlement is far less than \$675 million.

³ Brent Schrottenboer, *NFL Takes Aim at \$25 Billion, but at What Price?*, USA Today.com (Feb. 5, 2014 1:42 PM EST), <http://www.usatoday.com/story/sports/nfl/super/2014/01/30/super-bowl-nfl-revenue-denver-broncos-seattle-seahawks/5061197/>.

⁴ *Id.*

⁵ Ryan Wilson, *Report: NFL Paid Roger Goodell \$35.1 Million Last Year*, CBSSports.com (Feb. 14, 2014 3:25 PM ET) (noting Goodell received \$35.1 million in compensation plus another \$9.1 million in deferred payments), <http://www.cbssports.com/nfl/eye-on-football/24443392/report-nfl-paid-roger-goodell-351-million-last-year>.

ARGUMENT

I. Intervenor Have Established Their Right to Intervention Under Rule 24(a)

A. Intervenor’s Interests – and Those of Players Like Them – Are Not Adequately Represented Before the Court

The “linchpin of the adequacy [of representation] requirement is the alignment of interests and incentives between the representative plaintiffs and the rest of the class.” *Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170, 183 (3d Cir. 2012). The Representative Plaintiffs have alleged neither an increased risk of developing CTE nor that they suffer from the MTBI-related conditions that Intervenor are experiencing. Mem. 18. They therefore had no incentive to maximize recovery for *all* future cases of CTE or for the other MTBI-related conditions that Intervenor are currently experiencing. Thus, they negotiated a proposed settlement that did not compensate those conditions. Mem. 14-20.

Because the settlement would have compensated some injuries to the exclusion of Intervenor’s injuries, Representative Plaintiffs could not adequately represent Intervenor’s interests. *See In re Gen. Motors Pick-Up Truck Fuel Tank Prods. Litig.*, 55 F.3d 768, 801 (3d Cir. 1995) (“*GM Trucks*”) (finding inadequate representation where segment of injured class “will never enjoy the benefits of the settlement terms . . . intended specifically for the benefit of” other class members); *see also Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 625-27 (1997); *Dewey*, 681 F.3d at 183.⁶ That is not merely a “‘difference of opinion concerning litigation strategy or individual aspects of a remedy.’” Opp. 7 (quoting *Jenkins ex rel. Jenkins v. Missouri*,

⁶ Representative Plaintiffs suggest Intervenor have “trumped up” the charge that recovery for Intervenor’s injuries was bargained away. Opp. 10 n.4. “[A] judge,” however, “must focus on the settlement’s distribution terms (or those sought) to detect situations where some class members’ interests diverge from those of others in the class.” *GM Trucks*, 55 F.3d at 797. And even if Intervenor’s interests were not bargained away, they were ignored. Either way, Representative Plaintiffs did not adequately represent Intervenor’s interests.

78 F.3d 1270, 1275 (8th Cir. 1996)). The Court itself is “not yet satisfied that the Settlement ‘... grants *no preferential treatment to segments of the class*, and falls within the range of possible approval.’” *In re Nat’l Football League Players’ Concussion Litig.*, 961 F. Supp. 2d 708, 715 (E.D. Pa. 2014) (emphasis added) (quoting *Cordy v. USS–Posco Indus.*, No. 12-553, 2013 WL 4028627, at *3 (N.D. Cal. July 31, 2013)); *see also In re Cmty. Bank of N. Va.*, 418 F.3d 277, 315 (3d Cir. 2005) (noting potential inadequacy of class counsel where “[c]lass counsel failed to assert, *inter alia*, what appear to be facially viable . . . claims, conducted no formal discovery, and negotiated an extremely generous fee”).

Representative Plaintiffs make no effort to rebut Intervenor’s showing of inadequate representation, offering only the conclusory – and incorrect – assertion that “Intervenor has failed to demonstrate any interest that is not protected” Opp. 8. But Intervenor identified specific and vital ways in which the Representative Plaintiffs’ settlement treated Intervenor differently than other class members. Mem. 14-20. Representative Plaintiffs offer *no justification* for those arbitrary distinctions. They further suggest that “liability issues like CTE . . . are better left to traditional class procedures . . . by means of expert testimony.” Opp. 4. But Intervenor are not raising “liability issues” – they identify serious injuries that disparately would receive no treatment or compensation under the earlier settlement. Besides, no expert testimony is necessary to recognize that the settlement negotiated by Representative Plaintiffs “grants . . . preferential treatment to segments of the class.” *NFL Players*, 961 F. Supp. 2d at 715.⁷

⁷ Representative Plaintiffs’ reliance on *In re Pet Foods Products Liability Litigation* is misplaced. 629 F.3d 333 (3d Cir. 2010). The adequate class representatives in *Pet Foods* claimed *the same injuries* as the intervenors, and the *Pet Foods* settlement “allocate[d] a portion of the recovery to those claims.” *Id.* at 345. By contrast, neither Representative Plaintiff has alleged that he risks developing CTE or that he suffers from the conditions that Intervenor are

B. Intervenor’s Request Is Timely and Will Neither Prejudice the Parties Nor Cause Undue Delay

Intervenor’s request is timely. In fact, the timing is *ideal*. Given that the Court has already rejected a settlement that ignored Intervenor’s interests, this is the perfect time to allow Intervenor a voice in the process. In any event, putative class members have no “‘duty to take note of the suit or to exercise any responsibility with respect to it’” until “‘the existence and limits of the class have been established and notice of membership has been sent out.’” *Cnty. Bank*, 418 F.3d at 314 (quoting *McKowan Lowe & Co. v. Jasmine, Ltd.*, 295 F.3d 380, 384 (3d Cir. 2002)). Thus, the “time frame in which a class member may file a motion to intervene challenging the adequacy of class representation must be at least as long as the time in which s/he may opt-out of the class.” *Id.* Because the deadline for opting out of the class has not passed, Intervenor’s application is timely. *See* Mem. 21-23.

Representative Plaintiffs ignore *Community Bank*, offering only the conclusory assertion that Intervenor’s application is “ill-timed.” Opp. 5. Indeed, they do not even identify whether they believe Intervenor’s application comes too early or too late. To the extent Representative Plaintiffs suggest the application is too early, they argue “the better course is to . . . allow[] those who are not satisfied with the next settlement filing to . . . object or to opt out.” Opp. 2. As an initial matter, nothing in Rule 24 imposes a “ripeness” requirement on a motion to intervene. But more to the point, Representative Plaintiffs bargained away or ignored Intervenor’s interests when crafting the initial settlement proposal. Intervention now will allow Intervenor’s interests to be represented in future proposals.

experiencing. Mem. 18. Neither future cases of CTE nor Intervenor’s MTBI-related conditions would receive a “portion of the recovery” under the proposed settlement.

Because Intervenor is a member of the putative class and because the settlement would dispose of Intervenor's claims without providing any compensation, Intervenor has a strong interest in the litigation that would be impaired by resolution of the case on the terms proposed by the Representative Plaintiffs. "In the class action context," the requirement that the intervenor have a sufficient interest in the litigation that is affected or impaired by the disposition of the case is "satisfied by the very nature of Rule 23 representative litigation." *Cnty. Bank*, 418 F.3d at 314.

Representative Plaintiffs ignore *Community Bank* and rather argue that Intervenor has no interest in the litigation because their “papers establish an ulterior motive to their seeking intervention” – obtaining a seat at the negotiation table. Opp. 5-6. That motive, however, exists

6

questions of law or fact with Representative Plaintiffs. Fed. R. Civ. P. 24(b).⁹ Unlike the cases Representative Plaintiffs invoke, Intervenor’s participation is neither “‘unnecessary and unwarranted’” nor “‘superfluous’” because no one currently represents their interests. *See* Opp. 9 (quoting *United States v. Virgin Islands*, No. 12-4305, 2014 WL 1395669, at *9 (3d Cir. Apr. 11, 2014), and *In re Stingfree Techs. Co.*, 427 B.R. 337, 350 (E.D. Pa. 2010)).

Nor does Intervenor’s participation “threaten” settlement negotiations. Opp. 9. A settlement that, because of inadequate representation, is unfair and unreasonable at its inception will remain so regardless of Intervenor’s participation. Everyone – Intervenor, Representative Plaintiffs, the class members, Defendants, and the Court – has an interest in ensuring that any settlement submitted with a renewed motion for preliminary approval resulted from negotiations that included representatives of all class members and interests.¹⁰

Representative Plaintiffs cannot rely on the mediator to shield the settlement from scrutiny. “[T]he mere presence of a neutral mediator . . . is not *on its own* dispositive of whether the end product is a fair, adequate, and reasonable settlement agreement.” *In re Bluetooth*

⁹ Co-Lead Class Counsel’s inability to assist the Court in evaluating the settlement is highlighted by their failure to notify the Court of *Green v. Arizona Cardinals Football Club LLC*, which held that the NFL’s duties to its players did not arise under the collective bargaining agreements. No. 4:14-cv-461, 2014 WL 1920468, at *4-8 (E.D. Mo. May 14, 2014). Despite claiming “appoint[ment] by this Court to fulfill a leadership role,” Opp. 6, Co-Lead Class Counsel did not alert the Court to that decision or its implications for Defendants’ Motion to Dismiss. Instead, other plaintiffs’ counsel filed a notice of supplemental authority. *See* MDL Dkt. No. 6039. Co-Lead Class Counsel have narrowed their focus to the singular goal of forcing on the retired players and the Court their earlier proposed settlement. Indeed, Co-Lead Class Counsel are featured in a slick video posted on YouTube on May 1, 2014, which extolls the virtues of the settlement. The NFL Concussion Class Settlement (May 1, 2014), <https://www.youtube.com/watch?v=9EWNBNgMoEk> (last visited May 27, 2014).

¹⁰ *D’Amato v. Deutsche Bank*, 236 F.3d 78, 84 (2d Cir. 2001), is not to the contrary. That decision was rooted primarily in concerns over the timeliness of the motion to intervene, which was filed just three days before the settlement fairness hearing. *Id.* While the court expressed concern that intervention might derail the settlement, it concluded class counsel adequately represented the class and approved the settlement. *Id.* at 85.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB
MDL No. 2323

Kevin Turner and Shawn Wooden,
*on behalf of themselves and
others similarly situated,*

Civil Action No. 2:14-cv-00029-AB

Plaintiffs,

V.

National Football League and
NFL Properties, LLC,
successor-in-interest to
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:
ALL ACTIONS

**MEMORANDUM OF LAW IN SUPPORT OF INTERVENORS'
MOTION FOR LEAVE TO FILE A REPLY IN SUPPORT OF
MDL DOCKET NO. 6019 (MOTION TO INTERVENE)**

On May 6, 2014, Intervenor filed a motion for leave to intervene for purposes of participating in settlement negotiations on behalf of retired NFL players who, like themselves, have displayed medical conditions consistent with the symptoms of chronic traumatic encephalopathy (CTE), who are at risk of developing CTE, and whose interests are otherwise in conflict with those of Representative Plaintiffs. MDL Dkt. No. 6019. On May 19, 2014, Co-Lead Class Counsel filed a response. MDL Dkt. No. 6046.

Intervenors respectfully request leave to file a reply memorandum so that Intervenors may respond to and rebut the contentions raised in the opposition to Intervenors' Motion to Intervene. A reply is necessary because of the importance of the matter, the significance to many

putative class members of the issues raised in Intervenor's motion, the incorrect statements of law and fact in the opposition, and the benefit to the Court of having Co-Lead Counsel's arguments in opposition addressed by Intervenor. The interests of justice therefore favor granting leave to file a reply. Intervenor's request for leave to file a reply memorandum is also timely because it will not delay the Court's consideration of any pending motion and because it is filed within five business days after Co-Lead Class Counsel's opposition was filed.

Dated: May 27, 2014

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CERTIFICATE OF SERVICE

I hereby certify that on May 27, 2014, I caused the foregoing Motion for Leave to File Reply Brief, Proposed Order, Memorandum of Law, and Proposed Reply to be filed with the United States District Court for the Eastern District of Pennsylvania via the Court's CM/ECF system, which will provide electronic notice to all counsel and parties.

/s/ William T. Hangle

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN OF PENNSYLVANIA**

**IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
LITIGATION**

No. 12-md-2323 (AB)

MDL No. 2323

**THIS DOCUMENT RELATES TO:
ALL ACTIONS**

**DUERSON'S RESPONSE IN OPPOSITION TO CO-LEAD CLASS COUNSEL
AND DEFENDANTS NATIONAL FOOTBALL LEAGUE AND
NFL PROPERTIES LLC'S MOTION FOR EXTENSION**

Plaintiff, TREGG DUERSON, Personal Representative of the ESTATE OF DAVID DUERSON, deceased, by and through his attorneys, CORBOY & DEMETRIO, P.C., responds in opposition to Co-Lead Class Counsel and Defendants National Football League and NFL Properties LLC's ("the NFL Defendants") Motion for Extension to Respond to Duerson's Second Motion Requesting the Dissemination of Data, and states:

1. Co-Lead Class Counsel and the NFL Defendants request an extension until September 2, 2014 to file its response to Duerson's Motion Requesting the Dissemination of Data, in order to allow Co-Lead Class Counsel and the NFL Defendants more time to "fully evaluate the claims and arguments in all three motions." ECF 6124, 6125.

2. An extension of time in this matter is unwarranted. It has been nearly seven months since Plaintiff filed its initial Motion to Permit the Dissemination of Data to Counsel of Record on January 23, 2014. ECF 5686. Co-Lead Class Counsel and the NFL Defendants have had sufficient time to fully evaluate all claims and arguments.

3. The information requested in Duerson's Motion is essential immediately in order

to allow all Plaintiffs sufficient time to review all records and make fully informed opt out or objection determinations prior to the October 14, 2014 deadline.

Wherefore Plaintiff, TREGG DUERSON, Personal Representative of the ESTATE OF DAVID DUERSON, deceased, respectfully requests this Honorable Court deny Co-Lead Class Counsel and the NFL Defendants' Motions for Extension and grant Duerson's Second Motion for an Order directing the dissemination, *instanter*, to *all* counsel of record of *all* data utilized by Co-Lead Counsel to help them reach the original proposed settlement as well as the preliminarily approved class action settlement and the settlement-related documentation requested in ECF Doc. 6101.

/s/ William T. Gibbs

William T. Gibbs

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Certificate of Service

On August 8, 2014, I electronically filed a copy of the foregoing document through the CM/ECF system for the United States District Court for the Eastern District of Pennsylvania, which will send a notice of electronic filing to all counsel of record and make it available for viewing and downloading from the CM/ECF system.

/s/ William T. Gibbs
William T. Gibbs

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

THIS DOCUMENT RELATES TO:
ALL ACTIONS

ORDER

AND NOW, this _____ day of September, 2014, I **DIRECT** Special Master Perry Golkin to file with the Clerk of the Court in MDL No. 2323, on or before Friday, September 12, 2014, the actuarial and/or economic reports provided by the NFL Parties and Co-Lead Class Counsel to Special Master Golkin, and the supplemental information and/or tabulations to those reports requested by and provided to Special Master Golkin, as referenced in the NFL Parties' and Co-Lead Class Counsel's Responses to Bloomberg L.P. and ESPN, Inc.'s Amended Motion to Intervene to Seek Access to Documents and Information (Doc. Nos. 6141, 6144).

/s Anita B. Brody

ANITA B. BRODY, J.

Copies **VIA ECF** on _____ to:

Copies **MAILED** on _____ to:

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

September 11, 2014

No. **14-8103**

**IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS CONCUSSION
INJURY LITIGATION**

Objecting Class Members: Sean Morey; Alan Faneca;
Ben Hamilton; Robert Royal; Roderick Cartwright;
Jeff Rohrer; Sean Considine,
Petitioners

(E.D. Pa. Nos. 2-12-md-02323 and 2-14-cv-00029)

Present: AMBRO, SMITH and JORDAN, Circuit Judges

1. Petition of Objecting Class Members pursuant to Fed. R. Civ. P. 23(f) for Leave to Appeal from the District Court's Order granting Settlement Class Certification.

Respectfully,

Clerk/mlr

ORDER

The foregoing Petition of Objecting Class Members pursuant to Federal Rule of Civil Procedure 23(f) for Leave to Appeal from the District Court's Order granting Settlement Class Certification is denied. The Court will issue an Opinion in this matter at a later time.

By the Court,

s/ Thomas L. Ambro
Circuit Judge

Dated: September 11, 2014



Marcia M. Waldron

Marcia M. Waldron, Clerk

Page #2
In re: NFL Players Concussion
14-8103

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**MATERIAL PROVIDED BY COUNSEL
TO THE PLAINTIFFS,
SEEGERWEISS LLP**

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NFL Concussion Liability Forecast

Prepared by:
Thomas Vasquez Ph.D.
Analysis Research Planning Corporation
February 10, 2014

1.	Introduction.....	3
2.	Summary of Conclusions	3
3.	Methodology	10
4.	Database of Former Players, Living and Deceased	13
	Database of Former Players	13
	Profile of Former NFL Players – Age and Eligible Seasons Played.....	15
5.	Incidence of Compensable Diseases	17
	Background Incidence	18
	Induced Incidence	19
	Total Incidence.....	19
	Total Incidence by Disease	20
6.	Compensation	26
	Compensation of Living Former Players	26
	Examples of Monetary Award Calculations	30
7.	Cost Estimate	33
	Appendix A: Determination of Incidence Rates	39
	Appendix B: Annual Cash Flow Model and Assumptions	48
	Appendix C: Summary of Claims Filed by Former NFL Players.....	50
	Appendix D: Examples of Life Cycle Modeling of Former NFL Players	51
	Appendix E: List of Deceased Former NFL Players with CTE.....	66
	Appendix F: CV of Thomas Vasquez Ph.D.	67

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1. Introduction

On January 31, 2012, a federal multidistrict litigation was established in the United States District Court for the Eastern District of Pennsylvania, In re: National Football League Players' Concussion Injury Litigation, (MDL No. 2323). Additional similar lawsuits were also filed and are pending in various state and federal courts.

I was asked by representatives of the Plaintiff's Executive Committee in that litigation to undertake an analysis to assist in the settlement negotiations. My analysis is designed to determine the total cost of resolving all pending and future claims by former National Football League (NFL) players alleging brain injury caused by concussive and sub-concussive impacts (concussion-related injuries). I was also asked to determine whether the agreed upon settlement amount and timing of payments is sufficient to meet all the obligations arising from these claims.

This report presents the methodology and conclusions from my analysis.

2. Summary of Conclusions

As of the beginning of the 2013/2014 NFL season there were approximately 21,000 individuals who are former NFL players – approximately 19,400 who are still alive and 1,700 who are deceased.¹ Pursuant to the terms of the Settlement Agreement, upon approval of the settlement, all of these individuals will be eligible for payment following registration and submission of appropriate evidence of a qualifying diagnosis of a concussion-related injury and related claims information.

My primary conclusions are:

- 1.) Approximately 3,600 of the former players are estimated to develop compensable injuries and participate in the settlement with total compensation of approximately \$950 million. Because many of the injuries take years to develop, the compensation stream extends far into the future. Indeed, only approximately 54% of total compensation will be paid in the first 20 years of the operation of the settlement fund.
- 2.) The agreed upon level of funding (taking into account the earnings on the funds, the payout stream and the compensation scheme) is sufficient to pay all of the anticipated

¹ An estimated 3,300 former players have died since 1984. The Settlement Agreement, however, presumptively limits eligibility for monetary awards to the Representative Claimants of players who died on or after January 1, 2006. Approximately 800 deceased former players are eligible under this limitation. However, the analysis includes 900 players deceased from 2000 through 2005 based on a provision in the Settlement Agreement concerning statutes of limitation. The analysis of the former players who died from 2000 to 2005 is different from that concerning the former players who died after 2005, as explained herein.

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concussion-related claims. I understand that the funding for the Monetary Award Fund (MAF) totals \$675 million² to be paid over the next 20 years.

My conclusions are based on: (1) a compilation of the number of former players (both still alive and deceased) that are eligible to be class members which includes detailed information on their demographics, current compensable injury (if any) and NFL playing experience; (2) an in depth review of the medical literature and health statistics related to concussion-related injuries; (3) the application of a life cycle forecasting model that follows each individual player over time (applying epidemiological probabilities each year of the player's remaining life, the model determines whether and if so, when a player contracts a compensable injury), and; (4) estimates of the probability that the former players elect to participate in the settlement.

Certain estimates and assumptions are critical in forming my opinion. The following is a summary of the analysis supporting my two basic conclusions.

Total Compensable Claims and Compensation

Table 2-1 provides a summary of estimated compensable claims and total compensation by type of injury based on the compensable injuries defined in the Settlement Agreement.

Approximately 3,600 former players will receive payment. The overwhelming majority, approximately 15,000, are not compensated because they never contract a compensable disease. The remaining 2,300 do contract a compensable disease but based on evidence from other mass tort settlements, it is estimated that these eligible class members never elect to participate.

² The total settlement is \$750 million. However, \$75 million is earmarked for the Baseline Assessment Program (BAP), leaving \$675 million to pay compensation to class members.

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Table 2-1
Former Players with Compensable Concussion-Related Injury
by Type of Injury with Total Compensation
(\$ millions)

<u>Most Serious Injury/ Disease</u>	<u>Total Claims</u>		<u>Total Compensation</u>	
	<u>Count</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
Compensable Injury/Disease				
ALS	18	0.5%	\$49.4	5.3%
Death w/CTE	46	1.3%	\$64.9	7.0%
Parkinson's	14	0.4%	\$3.2	0.3%
Alzheimer's	1,757	48.9%	\$474.9	50.9%
Level 2	1,761	49.0%	\$341.0	36.5%
Level 1.5	na	na	na	na
Total, Compensable	3,596	100.0%	\$933.4	100.0%
Not Compensated	17,474	na	na	na
Grand Total	21,070	na	\$933.4	100.0%

Note: All compensation categorized by most serious injury. All Level 1.5 claims are assumed to progress to Level 2 and more serious levels. \$248 million is paid to former players at Level 1.5. This amount is included in the category of their most serious disease as follows: \$212 million paid at Level 2; \$34 million to Alzheimer's and \$2 million to other disease types. Players are not compensated because they did not experience a compensable injury or did not file a claim.

The overwhelming percent of compensable claims and compensation is paid to former players with Alzheimer's disease or Level 2 neurocognitive disorders – 98% of compensable claims and 87% of compensation. The distribution of claims reflects the relative probabilities of the occurrence of the various diseases in the general population combined with the additional incidence related to concussions.

Timing of Compensation Payments and Funding

Table 2-2 shows the timing of payments to former players and the receipt of funding by the settlement fund through the payment of the last compensable claim. The timing and total amount of funding are sufficient to pay all claims.

- Compensation payments in the first five years are high because there are a relatively large number of former NFL players who have already indicated they intend to file a claim. These claimants include former players who have already been diagnosed with a

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compensable injury and will be paid in the first few years of the settlement fund. After these claims are resolved, the fund will be receiving and paying claims at a significantly lower rate, as the filing of future claims depends on the timing of the manifestation of future compensable injuries;

- The initial funding amount of approximately \$364 million (55% of the total funding) is designed to provide enough assets to pay the compensable claims already identified and to cover the startup costs of the claim processing facility while still leaving a significant asset. The remaining assets are supplemented with an additional \$311 million which is paid in annual installments through 2033. At that time, the remaining assets of the settlement fund (with earnings) are sufficient to pay all remaining claims.
- The Fund Balance increases through 2034 as the additional funding and earnings exceed the required amount to pay claims. The fund balance begins to decline after that as the settlement fund continues to pay claims, but with earnings as its only source of revenue - there is no additional funding contributed after 2033. The last claim is paid in the early 2080s at which time the fund is estimated to have a balance of approximately \$80 million.³

Table 2-2
Settlement Fund Compensation Payments, Funding and Earnings
Through the Payment of the Last Compensable Claim
(\$ millions)

Time Period	Compensation Amount ¹	Funding	Earnings	End of Period Fund Balance
2014 through 2018	\$292.3	\$364.0	\$25.0	\$91.6
2019 through 2023	\$78.2	\$103.7	\$28.1	\$143.8
2024 through 2028	\$95.5	\$103.7	\$38.6	\$189.0
2029 through 2038	\$178.6	\$103.7	\$103.2	\$214.0
2039 through 2048	\$167.7	\$0.0	\$72.9	\$116.2
Remaining 35 Years	\$133.3	\$0.0	\$103.4	\$80.4
Total	\$945.5	\$675.0	\$371.2	na

¹Includes processing Costs

Note: Funding plus earnings is actually slightly in excess of the amount needed to pay all claims.

³ The \$80 million balance in the early 2080s implies overfunding of only approximately \$5 million at 2014 levels.

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The Effect of Age, Years Played in the NFL and Inflation on Settlement Amounts

The Settlement Agreement provides maximum monetary awards to players who are less than 45 years old when they are diagnosed with a compensable disease and have played in the NFL for 5 years or more. There is a reduction in the compensation levels based on age and years played beginning with players age 45 or older and players with less than 5 years of experience in the NFL. The Settlement Agreement also provides for an escalation in the compensation amounts to adjust for inflation. These adjustments have a significant effect on the average amount of compensation paid to the former players and a corresponding significant effect on the total compensation paid by the fund.

The magnitude of the effect of age, playing time and inflation depends heavily on the average age of the players when contracting a compensable disease, the number of years the individual played in the NFL and the year the disease is contracted. Table 2-3 summarizes these variables.

The table shows that the average age for former players today is approximately 51 years of age and the average age at the time of diagnosis with the most serious disease is approximately 77 years of age for both groups. Of course, 77 years of age is simply an average. It is expected that many former players will develop compensable injuries at a much younger age. Due to the average age at the time of onset of the disease, compensation amounts are subject to significant reductions from the maximum awards.

Table 2-3 also shows that 60% of all players estimated to receive compensation have fewer than the 5 years needed to receive the maximum monetary award. It also shows that individuals who have already filed a claim have significantly more playing time than individuals who have not yet filed.⁴

- First, only 35% of the players who have already filed played fewer than 5 years. However, 73% of the players who have not yet filed played fewer than 5 years.
- In addition, those who have already filed played an average of 6.3 years. Those who have not yet filed played an average of only 3.5 years.

⁴ Throughout the report, a player is labeled a filer if he is currently represented by an attorney and has provided an indication the he will participate in the class. It does not necessarily mean the player has filed a law suit.

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Table 2-3
Selected Characteristics of Former Players:
Age, Years Played and Year of Contracting Disease/Injury

Player Category	Age At:		Years Played		Year of Most Serious Injury
	2014 or at Death	Year of Most Serious Injury	Percent of Players with Less Than 5 Years Played	Average Years Played	
Already Filed	52.0	76.3	35%	6.3	2037
Future Filer	51.2	77.7	73%	3.5	2039
All Filers	51.4	77.4	60%	4.4	2039

Table 2-4 shows the effect of these adjustments for age and years played. Without any adjustments, players would be compensated at the maximum value for their injury – shown in the table as the Maximum Monetary Award.

Table 2-4
Effect of Age, Years Played and Inflation on Average and Total Compensation
by Injury Category

Most Serious Injury/ Disease	Maximum Monetary Award	Value After Age Adjustment		Value After Age and Years Played Adjustment		Actual Final Value	
		Average Payment	Total Compensation (\$ millions)	Average Payment	Total Compensation (\$ millions)	Average Payment	Total Compensation (\$ millions)
Compensable Injury/Disease							
ALS	\$5,000,000	\$2,930,000	\$52.8	\$2,120,000	\$38.1	\$2,740,000	\$49.4
Death w/CTE	\$4,000,000	\$1,910,000	\$85.8	\$1,440,000	\$64.9	\$1,440,000	\$64.9
Parkinson's	\$3,500,000	\$320,000	\$4.5	\$190,000	\$2.7	\$230,000	\$3.2
Alzheimer's	\$3,500,000	\$340,000	\$593.8	\$190,000	\$340.7	\$270,000	\$474.9
Level 2	\$3,000,000	\$210,000	\$368.8	\$140,000	\$246.5	\$190,000	\$341.0
Level 1.5	\$1,500,000	na	na	na	na	na	na
Total, Compensable	na	na	\$1,105.7	na	\$693.0	na	\$933.4

Note: All Level 1.5 are assumed to progress to Level 2. All compensation categorized by most serious injury

Adjusting for age at diagnosis reduces the average compensation significantly below the maximum monetary award levels. The impact varies across injury types. For example, the average payment for diagnosed cases of ALS is \$2.93 million rather than the maximum award amount of \$5 million - a 40% reduction. The average age-adjusted payment for players being diagnosed with Alzheimer's is \$0.34 million, about 90% less than the maximum award amount of \$3.5 million.

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Adjusting for years played has a less substantial effect on award values after the age adjustment. For example as Table 2-4 shows, for former players diagnosed with ALS the average payment after the adjustment for number of years played is \$2.1 million – a 28% reduction. The average payment to players diagnosed with Alzheimer’s disease is reduced from \$0.34 million to \$0.19 million.

Finally, adjusting for inflation increases average and total compensation. Again, as Table 2-4 shows, adjusting for inflation increases average payments by approximately 30% for ALS and 40% for Alzheimer’s, 20% for Parkinson’s, no change for death with CTE and approximately 40% for Level 2 neurocognitive disorders. However, the actual final average award amounts for each disease are significantly below the maximum monetary award amounts, resulting in an inflation adjusted total compensation amount of \$933.4 million.

Player Participation Rates

The participation rate in the Settlement Agreement among eligible former NFL players is a significant factor in determining the number of claims that will be filed and thus also the amount of funds required to resolve the claims.

In order to establish an estimate of the participation rate, several factors were considered. First, experience with participation rates in other mass tort cases was reviewed. In general, participation rates in mass torts are dependent on the outreach and notice program, the lag from exposure/injury to the manifestation of a compensable disease/injury, and award size. For comparison, the participation rates for various large and widely publicized class action settlements and data on consumer product recall response rates were considered. The participation rates varied considerably, but centered in a range of 20% to 30%.

In this case, approximately 4,200 former players had already retained counsel and indicated a desire to participate at the time this analysis was prepared, which represents more than 20% of the potentially eligible population of approximately 21,100 former players.⁵ I understand that there has been for some time and continues to be extensive outreach to former players by plaintiff lawyers and others to participate. Whether continuing further efforts are likely to attract a significant number of additional players is not certain.

Nonetheless, it is assumed that the participation rates in this settlement will achieve high levels because the settlement has very high public visibility, and contact information available through the NFL Players union and other sources that can be used in the notification process is available for a large portion of the potentially eligible population. My forecast of the number of future claims and the resulting cash requirements to fund the settlement assumes that 50% of the living

⁵ Additional claims have been filed since this analysis was performed.

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and deceased⁶ former NFL players that have not yet filed will ultimately participate. When combined with those who have already filed, it is assumed that approximately 60% of all potentially eligible former players will participate in the settlement.

Inflation of Compensation Awards and the Earnings Rate of Settlement Assets

A key assumption in determining whether the settlement is adequately funded is the real rate of return earned on settlement assets. The calculations assume a 2.5% real rate of return – a 4.5% nominal yield and an underlying 2.0% inflation rate. The actual expected return is dependent on the real returns available for different types of assets and the portfolio mix adopted by the settlement administrators.

Long term historical experience suggests that a real rate of return of 2.5% is at the extreme lower level of expected returns. Returns on debt and equity both exceed 2.5% real rate of return over long periods of time. Indeed, even an extremely high reliance on low risk financial assets historically has yielded more than 2.5% annually. However, because of historically low bond yields in recent years, I conservatively assumed a 2.5% return.

Recent experience supports an average annual inflation rate of approximately 2.0% (especially since the Settlement Agreement caps the annual increase at 2.5%, thereby limiting the impact of any short term aberration). It should be noted that the adequacy of the settlement funds depends on the real rate of return, not the absolute level of the two components.

3. Methodology

The methodology used in this analysis is based on a life cycle forecasting model. The life cycle model looks at each individual in the population of former NFL players and “ages” them year-by-year into the future.

During the aging process, the life cycle model takes each of the former NFL players individually and first applies the epidemiological risk equations to compute the probability of contracting each one of the compensable injuries. The model then applies overall mortality rates to compute the likelihood of death due to other natural causes⁷. The mortality rates used to compute the likelihood of death due to natural causes are those for all causes for males in the same age group.

Thus, for each player and for each year, computations are made based on the probabilities of each of the following: (1) the player will die of natural causes, (2) he will be diagnosed with one of the compensable terminal diseases (Alzheimer’s, ALS, Parkinson’s, Death with CTE), (3) he

⁶ The participation rate for former players who were deceased before 2006 was reduced to 20%. This is because the settlement requires that pre-2006 deceased players must satisfy local statute of limitation conditions related to wrongful death claims and such requirement will preclude eligibility for most of these claims.

⁷ The term “natural causes” used throughout this report refers to any cause of death that is not identified as a compensable disease in the Settlement Agreement.

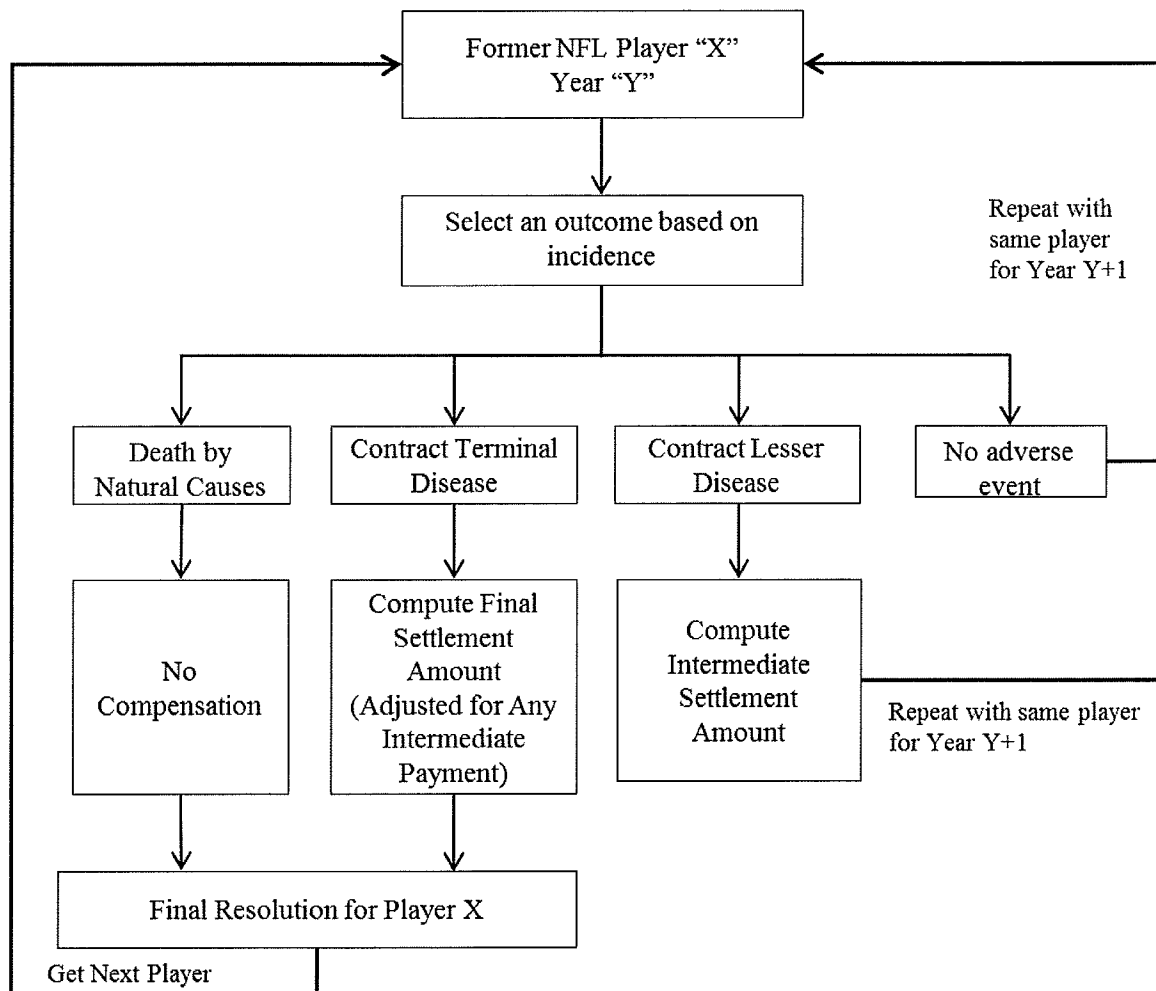
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will be diagnosed with one of the non-terminal neurocognitive disorders (Level 1.5 or 2), and (4) he will not experience any of these adverse conditions during that year.

These steps are repeated year-by-year, changing the mortality rates and disease incidence rates accordingly for age until the individual player reaches a final resolution – either he dies of natural causes or he is diagnosed with one of the terminal diseases and receives full final compensation. The model then repeats this entire process for the next player until all players in the population have reached the final resolution stage, and the last member of the population of former NFL players is no longer alive.

A diagram of the life cycle modeling methodology is shown in Table 3-1.

Table 3-1: Life Cycle Methodology Overview



As the diagram shows, there are two possibilities for reaching a final resolution with a player: (1) when the model predicts that a player dies of natural causes he is removed from the eligible population either without compensation or with compensation for a non-terminal disease, or (2) when the model predicts that a player is diagnosed with one of the terminal diseases, a computation is made of the settlement amount due to him based on the disease, his age and the number of playing years. When the model predicts that a player is diagnosed with a neurocognitive disorder, he is assigned a Level 2 diagnosis. In every case where Level 2 is diagnosed, it is assumed that the player initially presented with a Level 1.5 disorder three years earlier. A computation is made of the settlement amount due to him based on condition, age and playing years as he progresses from Level 1.5 to Level 2, and that player is run through the model again repeatedly until his date and cause of death or terminal disease are determined with compensation calculated accordingly over time.

Once a player has been determined by the model to be diagnosed with a disease that is eligible for compensation, the computation of the settlement amount is made based on the compensation matrix. This matrix identifies a maximum value of compensation for each disease diagnosis, and then makes adjustments for certain factors that take into account background incidence and risk exposure such as the player's age at the time of the diagnosis and the number of years he played in the NFL.

There are 1,712 deceased former NFL players who may be eligible for compensation. This includes 76 players who have filed claims that include a qualifying diagnosis, and 1,636 non-filers who died between 2000 and 2013. In this analysis, for claims already filed that provided a qualifying diagnosis, this information was used to determine the amount of compensation due.

Deceased players for which no claim was filed but whose survivors are potentially eligible for compensation and deceased players who filed a claim but included no diagnosis information were also run through the life cycle forecasting model retrospectively in order to determine the likely date of diagnosis if any for a compensable disease. In order to forecast compensation that may be paid to these deceased players, the analysis does the following: (1) retains those cases in which death occurred between 2000 and 2013, (2) applies the same background and induced incidence rates used for eligible living former players to the deceased players retrospectively based on their age to determine a diagnosis date of a terminal or lesser disease, (3) applies the age discount (based on the estimated age at diagnosis) and the discount for years played, and (4) applies estimated participation rates.⁸

⁸ The participation rates for deceased players who have not filed a claim is the same as that used for eligible living players who have not filed (50%) based on the assumption that living family members or the player's estate may file a representative claim. For deceased players in this category who died prior to 2006, it is assumed that 20% of those who participate will be able to successfully demonstrate to the Claims Administrator that their claims are not time barred under the applicable statute of limitations, and thus establish their eligibility for compensation. For deceased claimants who have filed a claim and were diagnosed with a compensable disease the participation rate is 100%. For deceased claimants who did not provide a diagnosis, the participation rate is assumed to be 95%.

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The total compensation amount for all eligible former NFL players is determined by summing the compensation amounts for each player year-by-year.

The key inputs to the model are:

- Player data including age and years played in the NFL
- Background incidence for each of the compensable diseases
- Induced incidence from concussions for each of the compensable diseases
- Compensation amounts for each disease with adjustments for age and years played

Player data was derived from a combination of several authoritative sources. The sources, data, and methods used to identify the population of players who are potentially eligible for compensation are described in detail in section 4 of this report.

The incidence rates for each of the compensable diseases are determined by combining the background incidence rate for each disease with the induced incidence rate for each disease from concussion-related injuries. Because the compensable diseases have been the subject of numerous epidemiological studies, there is a reasonable amount of research available to effectively determine incidence rates by age. An extensive review of the available literature and research was conducted as part of this analysis to determine the incidence of each disease by age.

There is far less quantitative data available concerning the induced incidence of these diseases caused by concussive injuries. A review of the available research in this area, particularly with respect to football-related injuries and concussions, was undertaken. However, it was still necessary to make some assumptions regarding induced incidence rates.

The sources of data and assumptions that have been applied in the life cycle model to determine incidence rates are described in further detail in section 5 and Appendix A of this report.

The compensation amounts used in the analysis for each disease are based on the compensation matrix in the Settlement Agreement. These compensation amounts include adjustments for age at the date of diagnosis to account for background incidence and for years played in the NFL to account for risk exposure. A further description of the compensation amounts and the adjustment factors is presented in section 6 of this report.

4. Database of Former Players, Living and Deceased

Database of Former Players

An essential input for the analysis is a comprehensive database of information about the population of former NFL players who are eligible for the settlement. In this case extensive historical data are available from a variety of authoritative sources, and it has been possible to combine different databases to compile the relevant information for the entire population of

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former NFL players, including those still living and those that are deceased. The population of former NFL players was identified by combining information from four primary sources: (1) the database of NFL players who had already filed claims during the pre-settlement period,⁹ (2) the NFL player database owned and maintained by STATS, Inc.,¹⁰ (3) a database of former players provided by the NFL, and (4) a database of practice/development squad players also provided by the NFL. These four databases were merged, duplicate records were removed, and additional research and analysis was done to update deficient player records to produce the most complete list of former NFL players possible.

This analysis identified a total of 21,070 former NFL players who may be eligible for compensation. As shown in Table 4-1, this included 19,434 players who are currently alive or are deceased but have filed a claim, and 1,636 players who died between the years 2000 to 2013 but have not filed a claim.

Table 4-1
Former Players Potentially Eligible for Compensation

Source	Count
Living	
Database of players who filed claims ¹	4,207
NFL Database	13,340
STATS Database	1,349
NFL Practice/Development Squad Database	538
Subtotal	19,434
Deceased, 2000-2013	1,636
Grand Total	21,070

¹ This count includes 76 former NFL players who are deceased that have filed a claim.

In this analysis it has been assumed that former players, who were deceased in the period from 2000 to 2013, including those with a diagnosis of CTE, are eligible for compensation. Former

⁹ Since this analysis was completed additional claims have been filed by former NFL players and their representatives and claims continue to be filed. These players are included in the population used in the analysis and do not affect the outcome.

¹⁰ STATS Inc. is a service provider to the NFL that collects and maintains game and player statistics. STATS, Inc. is considered one of the leading sources of historical, current and real-time sports data and statistics.

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players who died prior to 2006 are not eligible under the Settlement Agreement absent a separate determination of eligibility.

The STATS and NFL databases include more data items than were needed for this analysis. The analysis makes use of variables such as age, date of birth, date of death, number of years played, and specific years played.

In merging the databases from the different sources, a number of issues were encountered:

- In the database of claims already filed, 206 of the records did not match to the NFL or STATS databases. Among these 40% provided no playing history. However, based on further research playing history was found for 17%. For 80% of the 206 cases, reference to the player's football experience was found through online sources. None of the unmatched cases were removed from the database.
- There were a total of 3,700 players included in the NFL database but not in the STATS database. Of these, 40% were practice players. Nearly all of the non-practice players had fewer than 2 seasons playing experience.
- Merging the three databases indicates that there may be an additional 1,349 eligible living inactive players. However, this count may be an overstatement for two reasons: (1) some STATS players may be deceased, but have no recorded date of death and, (2) some STATS players may be currently employed by the NFL.

There were also a number of issues encountered with respect to the deceased players in the databases. The STATS database included information for 5,930 deceased players dating as far back as 1925. The NFL database included only 1,617 deceased former players but it covered a shorter historical period. The NFL database contains player records only since 1980 while the STATS database includes some 2,286 records for players deceased prior to 1980. In the more recent period beginning in 2000, the STATS database includes 1,515 deceased player records compared to 981 in the NFL database. Merging, matching and de-duplicating the NFL, STATS and filed claims data sets identified a total of 1,636 non-filing deceased players who died in the period from 2000 to 2013.

Profile of Former NFL Players – Age and Eligible Seasons Played

The analysis examines the entire life cycle of each living former NFL player in the population in order to determine whether he will die of natural causes or be diagnosed with a compensable disease and when that will happen. Importantly, as discussed elsewhere in this report, the amount of any monetary award is highly dependent on the age of a player when he is diagnosed with a compensable disease and on the number of years he played in the NFL.

Table 4-2 below shows the current age profile of former players grouped into different categories – all players, non-filing players that are currently living, players that have already filed claims, and players that are deceased and no claim has been filed on their behalf. As this table shows,

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the average age of all players is 50.5 years, and 36% of all players are currently aged 55 or older. For those who are 55 or older, the age discount reduces the maximum award amount by approximately two-thirds (except in the rare cases of ALS).

Table 4-2
Profile of Former NFL Players by Age

Age	All Players		Living/Not Yet Filed		Already Filed		Deceased/Not Yet Filed	
	Count	Percent	Count	Percent	Count	Percent	Count	Percent
Under 45	8,354	40%	6,744	44%	1,502	36%	108	7%
45 - 49	2,368	11%	1,831	12%	487	12%	50	3%
50 - 54	2,802	13%	2,095	14%	657	16%	50	3%
55 - 59	1,794	9%	1,261	8%	458	11%	75	5%
60 - 64	1,514	7%	1,026	7%	371	9%	117	7%
65 - 69	1,291	6%	824	5%	330	8%	137	8%
70 - 74	1,007	5%	604	4%	220	5%	183	11%
75 - 79	769	4%	419	3%	129	3%	221	14%
80+	1,171	6%	423	3%	53	1%	695	42%
Total	21,070	100%	15,227	100%	4,207	100%	1,636	100%
Average Age	50.5		47.9		51.0		73.3	

Table 4-3 below shows the profile of former players based on the number of years played in the NFL,¹¹ also grouped into the four different categories: all players, players who have not yet filed and are currently living, players that have already filed claims, and players that are deceased and no claim has been filed on their behalf. As this table shows, the average number of years played for all players is 4.1 years and 48% of all players played less than 3 years. For those who played less than 3 years, the years played discount reduces the maximum award amounts by 50% to 90%. The average number of years played for the 15,227 currently living players who have not yet filed was 3.4 years, which would result in a years-played discount of 40% on average from the maximum award amounts.

¹¹ The Settlement Agreement uses the concept of “eligible season” in determining whether to apply any discount. In the Settlement Agreement, an “eligible season” is a season in which the player was on the active roster for 3 or more regular season or postseason games, or on the practice squad roster for 8 or more games. The databases of former NFL players generally identified the calendar years that a player played. The analysis performed herein uses calendar years as the basis for determining the number of eligible seasons and therefore may overestimate the number of eligible seasons played.

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Table 4-3
Profile of Former NFL Players by Years Played

Years Played ¹	All Players		Living/Not Yet Filed		Already Filed		Deceased/Not Yet Filed	
	Count	Percent	Count	Percent	Count	Percent	Count	Percent
<1	2,247	11%	2,200	14%	39	1%	8	0%
1	5,041	24%	4,287	28%	238	6%	516	32%
2	2,719	13%	2,198	14%	321	8%	200	12%
3	1,940	9%	1,407	9%	392	9%	141	9%
4	1,564	7%	946	6%	476	11%	142	9%
5	1,366	6%	804	5%	443	11%	119	7%
6	1,232	6%	650	4%	477	11%	105	6%
7	965	5%	519	3%	357	8%	89	5%
8	889	4%	475	3%	340	8%	74	5%
9	802	4%	452	3%	289	7%	61	4%
10	679	3%	361	2%	271	6%	47	3%
>10	1,626	8%	928	6%	564	13%	134	8%
Total	21,070	100%	15,227	100%	4,207	100%	1,636	100%
Average Years Played	4.1		3.4		6.3		4.3	

¹Players who played an additional 0.5 years are included in the higher years played figure, e.g., a player who played 3.5 years is reported here as having played 4 years.

5. Incidence of Compensable Diseases

In order to forecast the timing and amount of monetary compensation that will be required to resolve the claims of former NFL players it is necessary to determine the incidence of compensable diseases for the population of former players over the lifetime of that population. This involves two steps:

- Determining the background incidence of the compensable diseases in the population. The background incidence represents the rate at which these diseases are expected to arise naturally in the population, including former NFL players.
- Determining the additional incidence of the compensable diseases that will arise in the population of former NFL players due to concussions – referred to as induced incidence or risk multiplier.

Compensable Injuries

The Settlement Agreement identifies 6 diagnostic categories as the compensable diseases:

- ALS

- Death with CTE¹²
- Parkinson's
- Alzheimer's
- Level 2 Neurocognitive Impairment¹³
- Level 1.5 Neurocognitive Impairment

For each of these diseases extensive review of the medical and scientific literature was performed to estimate the background and induced incidence rates.

The following sections describe the approach used to determine the background incidence, induced incidence and total incidence estimated for the population of former NFL players.

Background Incidence

To determine background incidence, this analysis has relied upon the best available published literature and research. A detailed description of the sources and methods used to determine background incidence is provided in Appendix A. The most severe diseases, referred to as terminal diseases, are defined in the Diagnostic and Statistical Manual -V (DSM-5) and the World Health Organization's International Classification of Diseases (9th and 10th editions) (ICD-9 and ICD-10). Because there has generally been extensive research and study of these diseases, information on background incidence rates (or prevalence rates) is reasonably available. As described in Appendix A, in order to arrive at a consistent measure and application of incidence rates, certain methods and assumptions were made including:

- Converting Prevalence to Incidence – in cases where only prevalence data were available, prevalence was converted to incidence.
- Extrapolating data for older age groups to younger ages – in cases where data were available only for specific older populations (*e.g.*, over age 65), the incidence was extrapolated to younger ages by defining the rate for 20-year-olds as 1/100th of the rate for 65-year-olds and increasing the rate through this age range by fitting an exponential curve.
- Exponential smoothing of data aggregated by age ranges – for diseases where data were provided only by age ranges, the incidence rate was assigned to the midpoint of the age range and extrapolated to each age by fitting an exponential curve.
- Adjustment for history of stroke – because Alzheimer's and neurocognitive disorders are sometimes attributed to a prior history of stroke, the incidence of these diseases was adjusted to account for this joint causality. According to epidemiological research, 9.1%

¹² Under the terms of the Settlement Agreement, only pre-settlement diagnoses of Death with CTE are eligible for compensation. Accordingly, the analysis does not forecast future cases of Death with CTE, and there is no corresponding induced incidence prospectively. Also, this analysis used confirmed cases of CTE.

¹³ Estimates of the incidence of Level 1.5 and Level 2 neurocognitive disorders were based on incidence for dementia as described in the methodology section of this report.

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of Alzheimer's patients and 8.4% of dementia patients had a history of stroke prior to the onset of these diseases. Since compensation to claimants who have a prior stroke history will be discounted by 75%, the overall incidence of Alzheimer's and dementia was adjusted to account for this instead of forecasting them separately. The incidence of Alzheimer's and dementia were reduced by an amount equal to 75% of the number of cases with joint causality (*i.e.*, 25% of those with a prior history of stroke are included in the background incidence).

- Adjustment for Traumatic Brain Injury (TBI) – The Settlement Agreement provides a 75 percent discount to monetary award amounts in cases where there has been a prior incident of TBI for all disease categories except ALS. This analysis did not assume any adjustments for prior incidence of TBI. Therefore to the extent that such cases occur, the analysis will tend to overestimate the total cost of monetary awards.

Induced Incidence

Research and literature concerning the potential increased incidence for the compensable diseases is limited, and some of it has historically been controversial. In this analysis peer-reviewed literature has been given priority, and controversial studies have been excluded. Studies of comparable sports injuries have also been relied upon. However, it was still necessary to develop and apply assumptions concerning the induced risk effect of concussions among former NFL players.

For Alzheimer's disease, Parkinson's and dementia, a risk multiple of 2.0 for ages 20 through 60 was used. After age 60, the risk multiple was assumed, based on available literature, to be more additive than multiplicative, and so the adjusted induced incidence is calculated as the background incidence at those ages, plus the incremental difference between the incidence rates at age 60 for each of the diseases. For ALS, a similar methodology was applied for the various ages, but using a multiplier for ages 20-60 of 1.4.

A detailed description of the sources and methods used to determine background incidence is provided in Appendix A.

Total Incidence

For each of the compensable diseases, the background incidence and induced incidence were combined to yield the total incidence among former NFL players. A summary of the incidence and counts of players for each compensable disease for the most serious injury/disease type is shown in Table 5-1 below. In cases where players contracted more than one type of injury, only the most serious injury is included here (*i.e.*, no double counting).

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Table 5-1
Estimated Total Incidence by Injury/Disease Type for Former NFL Players

Most Serious Injury/ Disease Type	Total Incidence - Background and Induced	
	Count	%
ALS	31	0.15%
Death w/CTE	46	0.22%
Parkinson's	24	0.11%
Alzheimer's	2,946	13.98%
Level 2	2,878	13.66%
Level 1.5	0	0.00%
Deceased, No Disease	15,145	71.88%
Total	21,070	100.00%

Note: All Level 1.5 are assumed to progress to Level 2, therefore the incidence count is the same for both impairment levels

As the table shows, taking into account both background and induced incidence, approximately 72% of the total population of former NFL players will die of natural causes unrelated to one of the compensable diseases. Of the 28% who it is estimated will be diagnosed with a compensable disease, 49% (2,878) will be diagnosed with Level 2 neurocognitive disorder as their most severe compensable disease. It is estimated that 3,047 former NFL players will be diagnosed with one of the severe terminal diseases – about 97% of those being diagnosed with Alzheimer's.

Total Incidence by Disease

To determine how the incidence of each of the compensable diseases will affect the cash flow requirements for claim resolution it is critical to know how many cases will be diagnosed each year and then to compute the discounts that would be applied to the compensation amount for the players' age and number of years played in the NFL. The life cycle forecasting model estimates this for each player and each year. The following tables summarize the incidence and provide averages of players' ages and years played for each disease. For each of these tables, the columns represent the following:

- Year of Diagnosis – the period of years for which the incidence data have been summarized.

- Players Still Living – count of players who are alive at the beginning of the period. Over the course of each period, the count of players is reduced by the number who are deceased by any cause.
- Number Diagnosed – the number of players who will be diagnosed with that particular disease during the period (prior to application of participation rates).
- Percent Diagnosed – the percent of players still living at the beginning of the period who are diagnosed with the disease during the period.
- Average Age – the average age of the players who are diagnosed with the disease during the period.
- Average Years Played – the average number of years played in the NFL by the players diagnosed with the disease during the period.

Players may be diagnosed with more than one compensable injury/disease over time. For example, a former player may qualify for Level 2.0 and then contract Alzheimer's later in life. Most of the counts shown in the tables of this report include only the most severe compensable disease that a player contracts in his lifetime. In the example above, the player is counted only as contracting Alzheimer's in Table 5-1 even though he had a prior diagnosis of Level 2.0. However, compensation is paid at the time each disease is contracted. If the player is first diagnosed with a neurocognitive disorder and is then later diagnosed with an even more serious disease, he is paid at the time of the initial diagnosis and then he is paid again at the time of the more serious disease diagnosis. The second payment for the more serious disease diagnosis is a net amount that recognizes he had already received some compensation for his injuries.

Tables 5-2 through 5-7 show the incidence of all injuries. The same player discussed above who was only counted as having contracted Alzheimer's, will be counted twice in the examples below – once as he is eligible for Level 2.0 and again when he contracts Alzheimer's. This potential double counting means that the disease counts in Tables 5-2 through 5-7 exceed the counts in Table 5-1 and other tables in the report that count only the most serious injury.

Table 5-2 shows the estimated incidence of ALS by multi-year periods and a profile of the average ages and years played for players diagnosed with this disease. As this table shows, there will be an estimated 36 cases of ALS among former NFL players who have an average age of 60 and played an average of 4.3 years.

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Table 5-2
Total Incidence and Profile for ALS, by Year

Year of Diagnosis	Players Still Living	Number Diagnosed	Percent Diagnosed	Average Age	Average Years Played
<2006	21,070	6	0.03%	48.0	3.7
2006 - 2010	20,343	4	0.02%	50.8	8.3
2011 - 2020	19,699	3	0.02%	56.7	2.0
2021 - 2030	17,595	6	0.03%	48.8	5.6
2031 - 2040	14,501	6	0.04%	62.7	3.3
2041 - 2050	10,635	4	0.04%	69.8	2.4
2051 - 2060	6,632	5	0.08%	77.2	5.3
2061 - 2070	3,114	2	0.06%	82.5	2.3
2071 - 2080	850	0	0.00%	-	-
2081 +	67	0	0.00%	-	-
Total		36	0.17%	60.0	4.3

Table 5-3 shows the estimated incidence of Death with CTE and a profile of the average ages and years played for players diagnosed with this disease. In the case of Death with CTE, this analysis assumes that only those cases that had a confirmed diagnosis pre-settlement will be compensated. Therefore the model does not forecast any futures cases of CTE. As the table shows, there are 46 cases of Death with CTE among former NFL players who have an average age of 60.3 and have played an average of 7.9 years.

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Table 5-3
Total Incidence and Profile for Death with CTE, by Year

<u>Year of Diagnosis</u>	<u>Players Still Living</u>	<u>Number Diagnosed</u>	<u>Percent Diagnosed</u>	<u>Average Age</u>	<u>Average Years Played</u>
<2006	21,070	3	0.00%	44.0	11.3
2006 - 2010	20,343	18	0.00%	57.7	7.3
2011 - 2020	19,699	25	0.00%	64.1	8.0
2021 - 2030	17,595	0	0.00%	-	-
2031 - 2040	14,501	0	0.00%	-	-
2041 - 2050	10,635	0	0.00%	-	-
2051 - 2060	6,632	0	0.00%	-	-
2061 - 2070	3,114	0	0.00%	-	-
2071 - 2080	850	0	0.00%	-	-
2081 +	67	0	0.00%	-	-
Total		46	0.00%	60.3	7.9

Note: This analysis assumes that only those cases that had a confirmed diagnosis pre-settlement will be compensated. Therefore, no future cases of Death with CTE have been forecast for compensation.

Table 5-4 shows the estimated incidence of Parkinson's by multi-year periods and a profile of the average ages and years played for players diagnosed with this disease. As this table shows, there will be an estimated 25 cases of Parkinson's among former NFL players who have an average age of 75.5 and played an average of 4.9 years.

Table 5-4
Total Incidence and Profile for Parkinson's, by Year

<u>Year of Diagnosis</u>	<u>Players Still Living</u>	<u>Number Diagnosed</u>	<u>Percent Diagnosed</u>	<u>Average Age</u>	<u>Average Years Played</u>
<2006	21,070	1	0.00%	56.0	10.0
2006 - 2010	20,343	2	0.01%	78.5	6.0
2011 - 2020	19,699	4	0.02%	81.5	5.5
2021 - 2030	17,595	6	0.03%	71.3	5.3
2031 - 2040	14,501	3	0.02%	72.0	7.0
2041 - 2050	10,635	4	0.04%	80.3	3.9
2051 - 2060	6,632	3	0.05%	72.7	2.7
2061 - 2070	3,114	2	0.06%	83.0	1.3
2071 - 2080	850	0	0.00%	-	-
2081 +	67	0	0.00%	-	-
Total		25	0.12%	75.5	4.9

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Table 5-5 shows the estimated incidence of Alzheimer's by multi-year periods and a profile of the average ages and years played for players diagnosed with this disease. As this table shows, there will be an estimated 2,949 cases of Alzheimer's among former NFL players who have an average age of 77.9 and played an average of 4.1 years.

Table 5-5
Total Incidence and Profile for Alzheimer's, by Year

Year of Diagnosis	Players Still Living	Number Diagnosed	Percent Diagnosed	Average Age	Average Years Played
<2006	21,070	163	0.77%	73.6	3.7
2006 - 2010	20,343	48	0.24%	76.8	3.8
2011 - 2020	19,699	314	1.59%	72.7	5.0
2021 - 2030	17,595	431	2.45%	72.2	4.6
2031 - 2040	14,501	562	3.88%	75.9	4.3
2041 - 2050	10,635	556	5.23%	79.0	4.3
2051 - 2060	6,632	479	7.22%	82.1	3.9
2061 - 2070	3,114	296	9.51%	84.8	3.1
2071 - 2080	850	94	11.06%	90.1	2.1
2081 +	67	6	8.96%	95.7	1.3
Total		2,949	14.00%	77.9	4.1

Table 5-6 shows the estimated incidence of Level 2 neurocognitive disorders by multi-year periods and a profile of the average ages and years played for players diagnosed with this disease. As this table shows, there will be an estimated 3,354 cases of Level 2 disorders diagnosed among former NFL players who have an average age of 77.2 and played an average of 4.2 years. The incidence of neurocognitive disorders was estimated using data for the incidence of dementia as a proxy for Level 2 disorders. It was also further assumed that Level 2 disorders are progressive and every case would initially be diagnosed as a Level 1.5 disorder. In this analysis, incidence of dementia were treated as Level 2 disorders and then regressed backward by 3 years to determine the onset of the Level 1.5 disorder. The result of this can be seen in Table 5-7 where the number of diagnosed cases of Level 1.5 disorders is the same 3,354 as for Level 2.0, but the average age is 3 years younger at 74.2.

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Table 5-6
Total Incidence and Profile for Level 2, by Year

<u>Year of Diagnosis</u>	<u>Players Still Living</u>	<u>Number Diagnosed</u>	<u>Percent Diagnosed</u>	<u>Average Age</u>	<u>Average Years Played</u>
<2006	21,070	206	0.98%	74.5	3.5
2006 - 2010	20,343	71	0.35%	67.4	5.7
2011 - 2020	19,699	334	1.70%	73.6	5.2
2021 - 2030	17,595	541	3.07%	75.2	4.9
2031 - 2040	14,501	615	4.24%	75.3	4.3
2041 - 2050	10,635	648	6.09%	77.5	4.0
2051 - 2060	6,632	537	8.10%	80.1	4.1
2061 - 2070	3,114	325	10.44%	83.9	2.9
2071 - 2080	850	72	8.47%	88.3	1.9
2081 +	67	5	7.46%	95.8	1.4
Total		3,354	15.92%	77.2	4.2

Table 5-7
Total Incidence and Profile for Level 1.5, by Year

<u>Year of Diagnosis</u>	<u>Players Still Living</u>	<u>Number Diagnosed</u>	<u>Percent Diagnosed</u>	<u>Average Age</u>	<u>Average Years Played</u>
<2006	21,070	237	1.12%	70.7	3.8
2006 - 2010	20,343	71	0.35%	61.4	6.2
2011 - 2020	19,699	452	2.29%	71.9	5.0
2021 - 2030	17,595	571	3.25%	72.3	4.8
2031 - 2040	14,501	631	4.35%	72.7	4.3
2041 - 2050	10,635	638	6.00%	75.2	4.0
2051 - 2060	6,632	486	7.33%	78.2	3.7
2061 - 2070	3,114	230	7.39%	82.4	2.7
2071 - 2080	850	38	4.47%	87.2	1.4
2081 +	67	0	0.00%	-	-
Total		3,354	15.92%	74.2	4.2

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6. Compensation

Compensation of Living Former Players

The compensation amounts used in the analysis are found in Exhibit 3 to the Settlement Agreement. This Monetary Award Grid (Grid) is shown in Table 6-1 below. The Grid defines maximum amounts to be paid to former players based upon their diagnoses. These maximum amounts are then subject to adjustments based on two discount factors: (1) the player's age at the time of diagnosis, and (2) the number of years played in the NFL. These adjustment factors were considered appropriate to account for background incidence and exposure risk.

Players who are diagnosed with a compensable disease before the age of 45, and played in the NFL for 5 or more years are eligible for the maximum compensation amounts. Adjustments are made for each year above the age of 45, and there is a further reduction to the compensation amount for each half year of playing time less than 5 years.

Table 6-1 below shows the maximum amounts to be paid under the compensation matrix for each disease category at different age ranges.¹⁴

Table 6-1
Monetary Award Grid, by Age at Time of Qualifying Diagnosis

Age Group	ALS	Death w/CTE	Parkinson's	Alzheimer's	Level 2	Level 1.5
Under 45	\$5,000,000	\$4,000,000	\$3,500,000	\$3,500,000	\$3,000,000	\$1,500,000
45 - 49	\$4,500,000	\$3,200,000	\$2,470,000	\$2,300,000	\$1,900,000	\$950,000
50 - 54	\$4,000,000	\$2,300,000	\$1,900,000	\$1,600,000	\$1,200,000	\$600,000
55 - 59	\$3,500,000	\$1,400,000	\$1,300,000	\$1,150,000	\$950,000	\$475,000
60 - 64	\$3,000,000	\$1,200,000	\$1,000,000	\$950,000	\$580,000	\$290,000
65 - 69	\$2,500,000	\$980,000	\$760,000	\$620,000	\$380,000	\$190,000
70 - 74	\$1,750,000	\$600,000	\$475,000	\$380,000	\$210,000	\$105,000
75 - 79	\$1,000,000	\$160,000	\$145,000	\$130,000	\$80,000	\$40,000
80+	\$300,000	\$50,000	\$50,000	\$50,000	\$50,000	\$25,000

Table 6-2 below shows the percentage discount applied to the compensation amounts based on the number of years played. This ranges from a zero percent discount for 5 or more playing

¹⁴ Table 6-1 shows average amounts over five year ranges. The actual award grid provides different amounts for each age from 45 to 80.

years up to a 90 percent reduction in the payment amount for those who played 0.5 years or less.¹⁵

Table 6-2
Discounts to Monetary Awards for Years Played in the NFL

Years Played	Discount	All Players	
		Count	Percent
5+	0%	7,496	36%
4.5	10%	62	0%
4.0	20%	1,449	7%
3.5	30%	115	1%
3.0	40%	1,719	8%
2.5	50%	221	1%
2.0	60%	2,209	10%
1.5	70%	511	2%
1.0	80%	5,041	24%
0.5	90%	2,247	11%
Total		21,070	100%

The Effect of Age, Years Played in the NFL and Inflation on Settlement Amounts

The Settlement Agreement provides maximum monetary awards to players who are less than 45 years old when they are diagnosed with a compensable disease and have played in the NFL for 5 or more years. There is a reduction in the compensation levels based on age and years played beginning with players age 45 or older and players with less than 5 years of experience in the NFL. The Settlement Agreement also provides for an escalation in the compensation amounts to adjust for inflation. These adjustments have a significant effect on the average amount of compensation paid to the former players and a corresponding significant effect on the total compensation paid by the fund.

The magnitude of the effect of age, playing time and inflation depends heavily on the average age of the players when contracting a compensable disease, the number of years the individual played in the NFL and the year the disease is contracted. Table 6-3 summarizes these variables.

¹⁵ Players who played on practice squads were assigned 0.5 years of eligible playing time for each year on a practice squad. The Settlement Agreement applies a 97.5% reduction for players with no eligible seasons. I have assumed that all players have at least 0.5 years played.

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The table shows the average age at the time of diagnosis with the most serious disease is approximately 77 years of age for both groups. Therefore due to the average age at the time of onset of the disease, compensation amounts are subject to significant reductions from the maximum awards.

Table 6-3 also shows that 60% of all players estimated to receive compensation have fewer than the 5 years needed to receive the maximum monetary award. The years played variable shows that the players that have already filed have significantly more years played in the NFL than the future filers.

Table 6-3
Selected Characteristics of Former Players:
Age, Years Played and Year of Contracting Disease/Injury

Player Category	Age At:		Years Played		Year of Most Serious Injury
	2014 or at Death	Year of Most Serious Injury	Percent of Players with Less Than 5 Years Played	Average Years Played	
Already Filed	52.0	76.3	35%	6.3	2037
Future Filer	51.2	77.7	73%	3.5	2039
All Filers	51.4	77.4	60%	4.4	2039

Table 6-4 shows the effect of these adjustments for age and years played. Without any adjustments, players would be compensated at the maximum value for their injury – shown in the table as the Maximum Monetary Award.

Table 6-4
Effect of Age, Years Played and Inflation on Average and Total Compensation
by Injury Category

Most Serious Injury/ Disease	Maximum Monetary Award	Value After Age Adjustment		Value After Age and Years Played Adjustment		Actual Final Value	
		Average Payment	Total Compensation (\$ millions)	Average Payment	Total Compensation (\$ millions)	Average Payment	Total Compensation (\$ millions)
Compensable Injury/Disease							
ALS	\$5,000,000	\$2,930,000	\$52.8	\$2,120,000	\$38.1	\$2,740,000	\$49.4
Death w/CTE	\$4,000,000	\$1,910,000	\$85.8	\$1,440,000	\$64.9	\$1,440,000	\$64.9
Parkinson's	\$3,500,000	\$320,000	\$4.5	\$190,000	\$2.7	\$230,000	\$3.2
Alzheimer's	\$3,500,000	\$340,000	\$593.8	\$190,000	\$340.7	\$270,000	\$474.9
Level 2	\$3,000,000	\$210,000	\$368.8	\$140,000	\$246.5	\$190,000	\$341.0
Level 1.5	\$1,500,000	na	na	na	na	na	na
Total, Compensable	na	na	\$1,105.7	na	\$693.0	na	\$933.4

Note: All Level 1.5 are assumed to progress to Level 2. All compensation categorized by most serious injury

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For example, the average payment for diagnosed cases of ALS is \$2.93 million rather than the maximum award amount of \$5 million - a 40% reduction. The average age-adjusted payment for players being diagnosed with Alzheimer's is \$0.34 million, about 90% less than the maximum award amount of \$3.5 million.

Adjusting for years played has a less substantial effect on award values after the age adjustment. For example as Table 6-4 shows, for former players diagnosed with ALS the average payment after the adjustment for number of years played is \$2.1 million – a 28% reduction. The average payment to players diagnosed with Alzheimer's disease is reduced from \$0.34 million to \$0.19 million.

Finally, adjusting for inflation increases average and total compensation. Again, as Table 6-4 shows, adjusting for inflation increases average payments by approximately 30% for ALS and 40% for Alzheimer's, 20% for Parkinson's, no change for death with CTE and approximately 40% for Level 2 neurocognitive disorders. However, the actual final average award amounts for each disease are significantly below the maximum monetary award amounts, resulting in an inflation adjusted total compensation amount of \$933.4 million.

Table 6-5 shows the Monetary Award Grid as it would apply to players who played 3 years in the NFL, *i.e.*, after the discount for 3 playing years is applied. As this table shows, the maximum compensation amounts are 40% lower than the Maximum Award Grid for players who played 5 years or more.

Table 6-5
Monetary Award Grid, for Players who Played 3 years in NFL at Time of Qualifying Diagnosis¹

Age Group	ALS	Death w/CTE	Parkinson's	Alzheimer's	Level 2	Level 1.5
Under 45	\$3,000,000	\$2,400,000	\$2,100,000	\$2,100,000	\$1,800,000	\$900,000
45 - 49	\$2,700,000	\$1,920,000	\$1,480,000	\$1,380,000	\$1,140,000	\$570,000
50 - 54	\$2,400,000	\$1,380,000	\$1,140,000	\$960,000	\$720,000	\$360,000
55 - 59	\$2,100,000	\$840,000	\$780,000	\$690,000	\$570,000	\$290,000
60 - 64	\$1,800,000	\$720,000	\$600,000	\$570,000	\$350,000	\$170,000
65 - 69	\$1,500,000	\$590,000	\$460,000	\$370,000	\$230,000	\$110,000
70 - 74	\$1,050,000	\$360,000	\$290,000	\$230,000	\$130,000	\$60,000
75 - 79	\$600,000	\$100,000	\$90,000	\$80,000	\$50,000	\$20,000
80+	\$180,000	\$30,000	\$30,000	\$30,000	\$30,000	\$15,000

¹Assumes no other offsets for stroke, TBI, or non-participation in BAP.

Table 6-6 shows the estimated average value of monetary awards that will be paid for each disease across the various age groups. These average awards take into account both the age discount and the years played discount.

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Table 6-6
Average Monetary Awards by Age Group at Time of Qualifying Diagnosis for All Players, Fully Discounted

Age Group	ALS	Death w/CTE	Parkinson's	Alzheimer's	Level 2	Level 1.5
Under 45	\$2,860,000	\$2,870,000	na	\$1,600,000	\$2,980,000	\$1,490,000
45 - 49	\$2,390,000	\$3,490,000	na	\$1,160,000	\$1,540,000	\$770,000
50 - 54	\$2,160,000	\$1,810,000	\$452,000	\$740,000	\$830,000	\$420,000
55 - 59	\$610,000	\$2,120,000	\$1,420,000	\$500,000	\$490,000	\$250,000
60 - 64	\$1,060,000	\$670,000	na	\$430,000	\$310,000	\$160,000
65 - 69	\$520,000	\$1,100,000	\$200,000	\$270,000	\$140,000	\$70,000
70 - 74	\$470,000	\$550,000	\$100,500	\$150,000	\$80,000	\$40,000
75 - 79	\$280,000	\$160,000	\$106,800	\$50,000	\$20,000	\$10,000
80+	\$50,000	\$40,000	\$22,500	\$10,000	\$10,000	\$10,000

¹Note the analysis assumes that all Level 1.5 claimants progress to more serious injuries. Thus all Level 1.5 amounts are fully netted against the amounts computed for the players ultimate most serious injury.

na - No former players were in this age/injury category

Table 6-7 shows the estimated total amount of the monetary awards that will be paid for each disease in each age group. These total award amounts take into account both the age discount and the years played discount.

Table 6-7
Total Monetary Awards by Age Group at Time of Qualifying Diagnosis for All Players, Fully Discounted

Age Group	ALS	Death w/CTE	Parkinson's	Alzheimer's	Level 2	Level 1.5 ¹
Under 45	\$17,140,000	\$22,980,000	na	\$43,100,000	\$50,650,000	\$25,330,000
45 - 49	\$7,180,000	\$13,950,000	na	\$37,250,000	\$16,890,000	\$8,450,000
50 - 54	\$6,490,000	\$10,840,000	\$452,000	\$43,800,000	\$20,630,000	\$10,320,000
55 - 59	\$610,000	\$6,370,000	\$1,420,000	\$62,570,000	\$32,540,000	\$16,270,000
60 - 64	\$4,220,000	\$2,010,000	na	\$58,350,000	\$38,440,000	\$19,220,000
65 - 69	\$2,080,000	\$5,490,000	\$600,000	\$58,140,000	\$45,420,000	\$22,710,000
70 - 74	\$1,890,000	\$2,740,000	\$402,000	\$45,220,000	\$31,060,000	\$15,530,000
75 - 79	\$280,000	\$1,140,000	\$534,000	\$23,350,000	\$12,990,000	\$6,500,000
80+	\$250,000	\$210,000	\$225,000	\$20,810,000	\$17,460,000	\$8,730,000

¹Note the analysis assumes that all Level 1.5 claimants progress to more serious injuries. Thus all Level 1.5 amounts are fully netted against the amounts computed for the player's ultimate most serious injury.

na - No former players were in this age/injury category

Examples of Monetary Award Calculations

In order to illustrate how the monetary award computation is applied, several hypothetical cases are presented in the following tables. For simplicity, it is assumed that the diagnosis occurs in 2013 or earlier. This means that the nominal amounts are not inflated since the inflation adjustment starts in 2014. These examples show the following four cases:

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Table 6-8A shows the monetary award calculation in the case of a 40-year-old player who had 7 playing years and was diagnosed with Alzheimer's with no prior history of stroke or TBI. In this case, there would be no age or years played discount and no joint causality discount, so the player would receive the maximum matrix award value.

Table 6-8A
Example of Monetary Award Calculation

Case: 40 years old, 7 years playing, Alzheimer's diagnosis, no Prior Stroke or TBI

	<u>%</u>	<u>Amount</u>
Maximum Disease Compensation	100%	\$3,500,000
Less: Age Discount	0%	\$0
Less: Years Played Discount	0%	\$0
Less: Prior Stroke/TBI Discount	<u>0%</u>	<u>\$0</u>
Final Award (% of Maximum/Payment Amount)	100%	\$3,500,000

Table 6-8B shows the monetary award calculation in the case of a 57-year-old who played in the NFL for 3.5 years and was diagnosed with Alzheimer's with no prior history of stroke or TBI. In this case, an age discount of 67% is applied and there is a discount for years played of 30%. The resulting payment would be 23% of the full matrix value (a 77% discount from maximum value).

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Table 6-8B**Example of Monetary Award Calculation**

Case: 57 years old, 3.5 years playing, Alzheimer's diagnosis, no Prior Stroke or TBI

	<u>%</u>	<u>Amount</u>
Maximum Disease Compensation	100%	\$3,500,000
Less: Age Discount	-67%	-\$2,350,000
Less: Years Played Discount	-30%	-\$345,000
Less: Prior Stroke/TBI Discount	<u>0</u>	<u>\$0</u>
Final Award (% of Maximum/Payment Amount)	23%	\$805,000

Table 6-8C shows the monetary award calculation in the case of a 62-year-old who played in the NFL for 2 years and was diagnosed with Alzheimer's with no prior history of stroke or TBI. In this case, an age discount of 73% is applied and there is a discount for years played of 60%. The resulting payment would be 11% of the full matrix value (an 89% discount from maximum value).

Table 6-8C**Example of Monetary Award Calculation**

Case: 62 years old, 2 years playing, Alzheimer's diagnosis, no Prior Stroke or TBI

	<u>%</u>	<u>Amount</u>
Maximum Disease Compensation	100%	\$3,500,000
Less: Age Discount	-73%	-\$2,550,000
Less: Years Played Discount	-60%	-\$570,000
Less: Prior Stroke/TBI Discount	<u>0</u>	<u>\$0</u>
Final Award (% of Maximum/Payment Amount)	11%	\$380,000

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Table 6-8D shows the monetary award calculation in the case of a 72-year-old who played in the NFL for 10 years and was diagnosed with Alzheimer's with no prior history of stroke or TBI. In this case, an age discount of 89% is applied and there is no discount for years played because he played more than 5 years. The resulting payment would be 3% of the full matrix value (a 97% discount from maximum value).

Table 6-8D
Example of Monetary Award Calculation
 Case: 72 years old, 10 years playing, Alzheimer's diagnosis, with Prior Stroke

	<u>%</u>	<u>Amount</u>
Maximum Disease Compensation	100%	\$3,500,000
Less: Age Discount	-89%	-\$3,120,000
Less: Years Played Discount	0%	\$0
Less: Prior Stroke/TBI Discount	<u>-75%</u>	<u>-\$285,000</u>
Final Award (% of Maximum/Payment Amount)	3%	\$95,000

7. Cost Estimate

The analysis forecasts that a total of 3,596 former NFL players who participate in the settlement will contract compensable diseases over the life of the program. The majority of these compensable diseases, about 98%, will be cases of Alzheimer's or Level 2 neurocognitive disorders. The total nominal cost for all compensable diseases including administration costs is estimated to be \$933 million over the life of the program.

Total Compensable Claims and Compensation

Table 7-1 provides a summary of compensable claims and total compensation by type of injury. The overwhelming percent of compensable claims and compensation are paid to former players with Alzheimer's disease or Level 2 neurocognitive disorders – 98% of compensable claims and 87% of compensation. The distribution of claims reflects the relative probabilities of the occurrence of the various diseases in the general population combined with the additional incidence related to concussions.

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Table 7-1
Former Players with Compensable Concussion-Related Injury
by Type of Injury with Total Compensation
(\$ millions)

Most Serious Injury/ Disease	Total Claims		Total Compensation	
	Count	Percent	Amount	Percent
Compensable Injury/Disease				
ALS	18	0.5%	\$49.4	5.3%
Death w/CTE	46	1.3%	\$64.9	7.0%
Parkinson's	14	0.4%	\$3.2	0.3%
Alzheimer's	1,757	48.9%	\$474.9	50.9%
Level 2	1,761	49.0%	\$341.0	36.5%
Level 1.5	na	na	na	na
Total, Compensable	3,596	100.0%	\$933.4	100.0%
Not Compensated	17,474	na	na	na
Grand Total	21,070	na	\$933.4	100.0%

Note: All compensation categorized by most serious injury. All Level 1.5 claims are assumed to progress to Level 2 and more serious levels. \$248 million is paid to former players at Level 1.5. This amount is included in the category of their most serious disease as follows: \$212 million paid at Level 2; \$34 million to Alzheimer's and \$2 million to other disease types. Players are not compensated because they did not experience a compensable injury or did not file a claim.

Timing of Compensation Payments and Funding

Table 7-2 shows the timing of payments to former players and the receipt of funding by the settlement fund through the payment of the last compensable claim. The timing and total amount of funding are sufficient to pay all claims.

- Compensation payments in the first five years are high because there are a relatively large number of former NFL players who have indicated they intend to file a claim. These claimants include former players who have already been diagnosed with a disease and will be paid in the first few years of the settlement fund. After these claims are resolved, the fund will be receiving and paying claims at a significantly lower rate as the filing of future claims depends on the timing of the manifestation of future compensable injuries.
- The initial funding amount of approximately \$364 million (55% of the total funding) is designed to provide enough assets to pay the compensable claims already identified and to cover the startup costs of the claim processing facility while still leaving a significant

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asset. The remaining assets are supplemented with an additional \$311 million, which is paid in annual installments through 2033. At that time the remaining assets of the settlement fund (with earnings) are sufficient to pay all remaining claims.

- The Fund Balance increases through 2034 as the additional funding and earnings exceed the required amount to pay claims. The fund balance begins to decline after that as the settlement fund continues to pay claims, but with earnings as its only source of revenue - there is no additional funding contributed after 2033. The last claim is paid in the early 2080s, at which time the fund is estimated to have a balance of approximately \$80 million.¹⁶

Table 7-2
Settlement Fund Compensation Payments, Funding and Earnings
Through the Payment of the Last Compensable Claim
(\$ millions)

Time Period	Compensation Amount ¹	Funding	Earnings	End of Period Fund Balance
2014 through 2018	\$292.3	\$364.0	\$25.0	\$91.6
2019 through 2023	\$78.2	\$103.7	\$28.1	\$143.8
2024 through 2028	\$95.5	\$103.7	\$38.6	\$189.0
2029 through 2038	\$178.6	\$103.7	\$103.2	\$214.0
2039 through 2048	\$167.7	\$0.0	\$72.9	\$116.2
Remaining 35 Years	\$133.3	\$0.0	\$103.4	\$80.4
Total	\$945.5	\$675.0	\$371.2	na

¹Includes processing Costs

Note: Funding plus earnings is actually slightly in excess of the amount needed to pay all claims.

Inflation and Real Rate of Return

A key assumption in determining whether the settlement is adequately funded is the real rate of return earned on settlement assets. I have assumed a 2.5% real rate of return – a 4.5% nominal yield and an underlying 2.0% inflation rate. The actual expected return is dependent on the real returns available for different types of assets and the portfolio mix adopted by the settlement administrators.

¹⁶ The \$80 million balance in the early 2080s implies overfunding of only approximately \$5 million at 2014 levels.

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Historical experience suggests that a real rate of return of 2.5% is at the lower level of expected returns. Returns on debt and equity both exceed 2.5% real rate of return over long periods of time. Indeed, even an extremely high reliance on low risk financial assets historically has yielded more than 2.5% annually. However, because of historically low bond yields in recent years, I conservatively assumed a 2.5% return.

Studies of real rates of return reflect that over long periods of time through recent years, the real rate of return (after inflation) on long-term U.S. government bonds was approximately 3.4% annually; municipal bonds yielded approximately 3.9% real return annually and equities of different categories yielded 5-6% in real return annually. Thus, any mixed portfolio of equities and long-term government bonds would have yielded a 4% to 5% annual return in real terms.

The average annualized real return for a 50% equity/50% bond portfolio over the last 80+ years both for expansionary periods and for recessions exceeds 2.5%. Indeed, the average annual real return for recessions is 5.26%, while for expansions, it is 5.59%.

Finally, an examination of mutual funds (and among them, focusing on the ones with conservative asset allocation) shows that the overwhelming majority (98.3%) of funds returned at least 2.5% in real terms over the last five years.¹⁷

Timing of Claim Payments

There will be a time lag between the time a claim is filed and the date of disbursement of compensation. To allow for claims to be reviewed, processed (including the curing of any deficiencies) and paid, the analysis assumes that payments for all the claims filed within any given calendar year will be paid within 24 months (an average of 12 months) based on the following distribution of claim payments:

- 30% will be paid in the year the claim is filed
- 40% will be paid in the year after the claim was filed
- 30% will be paid in the second year after the claim was filed.

The analysis assumes that all of the claims that have already been filed and have diagnoses or the player is deceased will be paid - 70% in 2015 and 30% in 2016¹⁸.

The model is based on a nominal rate of return on invested funds of 4.5%. Inflation over the life of the fund is assumed to be 2.0% per year and this rate is applied to future monetary award amounts as well as administration costs.

¹⁷ References: David Blanchett, Michael Finke and Wade D. Pfau (2013), "Low Bond Yields and Safe Portfolio Withdrawal Rates," Morningstar Investment Management, January 21, 2013; Joseph Davis and Daniel Piquet (2011), "Recessions and balanced portfolio returns," Vanguard, October 2011, and; Thornburg Investment Management (2013), "A Study of Real Real Returns," July 2013.

¹⁸ A 95% participation rate assumption is applied to claims already filed that do not have a current diagnosis.

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Administration Costs

Based on information provided by the Claims Administrator and the CMS Lien Administrator, the following costs have been included in the cash flow modeling:

- Start-up costs – a total of \$2 million in start-up costs for the Monetary Award Fund are assumed to occur in 2014.
- Claim review and processing costs – an average cost of \$750 per claim including both valid claims and claims that will not be paid are assumed to be incurred at the time of diagnosis for valid claims. It is assumed that there will be an equal number of valid and invalid claims. Therefore the model applies a combined total cost of \$1,500 to each valid claim.
- CMS lien processing – there will be a \$100 processing charge to the MAF applied to each claim, which is applied to both valid and invalid claims. It is assumed that there will be an equal number of valid and invalid claims. Therefore, the model applies a combined total cost of \$200 to each valid claim. All other costs for CMS lien handling are charged against individual monetary awards and does not affect the cash flow of the settlement fund.
- Payments to the Special Master of \$100,000 per year for five years.

Player Participation Rates

The participation rate in the Settlement program among eligible former NFL players is a significant factor in determining the number of claims that will be filed and thus also the amount of funds required to resolve the claims.

In order to establish an estimate of the participation rate, several factors were considered. First, experience with participation rates in other mass tort cases was reviewed. In general, participation rates in mass torts are dependent on the outreach and notice program, the lag from exposure/injury to the manifestation of a compensable disease/injury and award size. For comparison, the participation rates for various large and widely publicized class action settlements and data on consumer product recall response rates were considered:

- Breast implant settlement achieved registrations from 30% of the eligible class members (440,000 of 1.5 million), based on an advertising-only class notification program.
- Consumer product recall response rates range from 4% to 18% according to the U.S. Consumer Product Safety Commission (CPSC).

In the case of former NFL players, approximately 4,200 claims were already registered at the time this analysis was prepared, which represents more than 20% of the potentially eligible population of approximately 20,200 former players.¹⁹ I understand that former players have been

¹⁹ Additional claims have been filed since this analysis was performed.

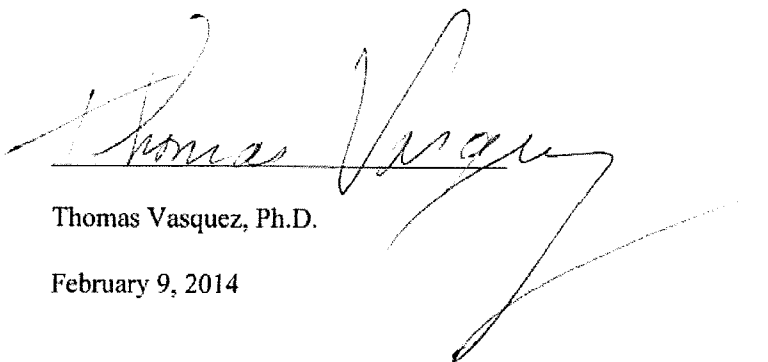
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and continue to be contacted by plaintiff lawyers and others to participate. Whether continuing further efforts are likely to attract a significant number of additional players is not certain.

Nonetheless, it is assumed that the participation rates in this settlement will achieve high levels because the settlement has very high public visibility and contact information available through the NFL Players union and other sources that can be used in the notification process is available for a large portion of the potentially eligible population. My forecast of the number of future claims and the resulting cash requirements to fund the settlement assumes that: (1) 100% of deceased players with CTE will participate, (2) 20% of players deceased from 2000 through 2005 will participate, (3) 100% of players with a diagnosis that have already filed claims will participate, (4) 95% of players without a diagnosis that have already filed a claim will participate and (5) 50% of the living and deceased former NFL players that have not yet filed will ultimately participate. These assumptions yield an approximately 60% participation rate for all potentially eligible former players.

The Settlement Agreement provides a Baseline Assessment Program (BAP) for players who participate in the settlement. However, if a player (who is not yet diagnosed with a compensable disease) registers to participate in the Settlement Agreement but does not participate in the baseline assessment provided for under the BAP, a 10% discount is applied to any future monetary award for a compensable disease. This analysis assumed that all players who participate in the Settlement Agreement will also participate in the BAP and therefore no discounts were applied to future compensation awards.

My work on this matter is ongoing. I reserve the right to update or expand upon the opinions expressed in this report on the basis of that work, and in response to any analysis put forth by other experts.



Thomas Vasquez, Ph.D.

February 9, 2014

Appendix A: Determination of Incidence Rates

Background Incidence

This section describes ARPC's methodology and reference sources used to determine background incidence rates of diseases that might be associated with concussions and other repetitive head injuries, and therefore, potentially considered as a compensable disease. When incidence rates were available by gender, we captured the rates for men only. For some diseases, rates were not available by gender; in these cases the reported statistics are for both genders.

Extrapolating to younger ages

For some diseases, incidence (or prevalence) rates were available only for the population above a certain age (*e.g.*, 65). In these cases, we assumed that the rate for a 20-year-old would be equal to one-hundredth of the rate for a 65-year-old. For ages between 20 and 65, we assumed that the rate increases exponentially.

The literature indicates that diseases associated with advanced age (*e.g.*, Alzheimer's and dementia), rarely occur in young age, and reliable statistics for young ages are not available.

Exponential smoothing

Diseases for which there were estimates of incidence available for various age ranges instead of a particular age, a midpoint in the age range was chosen (in the case of ages 85+, typically age 90 was used), and the estimated incidence rate for that age group was assigned to that midpoint. Between data points, an exponential curve was fit based on the starting and ending rates, and the number of years in between them.

Stroke-Related Alzheimer's disease and Dementia

Alzheimer's disease and dementia can sometimes be attributed to prior history of stroke. According to epidemiological research, 8 to 10 percent of Alzheimer's and dementia patients had a history of stroke prior to the onset of Alzheimer's or dementia. Claimants who fall into this category will receive 25 percent of the compensation they would receive if they had not had a prior history of stroke. To reflect the reduction in the total compensation amount, the overall incidence numbers for Alzheimer's and dementia were reduced by a number equal to 75 percent of those who also had prior history of stroke (*i.e.*, only a quarter of those with a stroke history are included in the background incidence).

References

- Dodge, Chang, Kamboh, Ganguli (2011), “Risk of Alzheimer’s Disease Incidence Attributable to Vascular Disease in the Population,” *Alzheimers Dement.* 2011 May; 7(3): 356–360

Approach and Reference Sources for Specific Conditions

1. Alzheimer’s Disease

Table 1 of Hebert, et al. (2001) provides the estimated annual number of incidence cases from 1995 through 2050 by age group. Figures for 2010 were used in the life cycle model. Estimates were available for the following three age categories: 65-74, 75-84, and 85+. To calculate an estimate for age categories between 20 and 65, an exponential extrapolation method was used, by also assuming that the rate for a 20-year-old was one hundredth of the rate for a 65-year-old. No gender-specific rates were available therefore the statistics are for both genders. However, many studies of the age-specific incidence (development of new cases) of Alzheimer’s disease or any dementia have found no significant difference by gender.

As noted earlier, a final modification was made to the incidence rates based on the number of Alzheimer’s disease patients who have had a stroke history to account for joint causality.

References

- Alzheimer’s Association, “2013 Alzheimer’s Disease Facts and Figures,” 2013
- Hebert, Beckett, Scherr, and Evans, “Annual Incidence of Alzheimer’s Disease in the United States Projected to the Years 2000 Through 2050,” *Alzheimer’s Disease and Associated Disorders* 2001; Vol. 15, No. 4, pp. 169–173

2. ALS

An overall incidence rate was reported from two sources, both citing the same figure: 2 per 100,000 persons per year. While ALS can be diagnosed at any age, typically it is diagnosed between age 40 and 70. Hence, it was assumed that the rate is constant 2/100,000 for ages between 40 and 70. For under age 40, the extrapolation to younger ages was performed, as

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described above. For over age 70, the incidence rate was assumed to be 2/100,000. No gender-specific rates were available therefore the statistics are for both genders.

References

- ALS Association, “Epidemiology of ALS and Suspected Clusters,” retrieved from <http://www.alsa.org/als-care/resources/publications-videos/factsheets/epidemiology.html> on July 1, 2013.
- The Robert Packard Center for ALS at Johns Hopkins, “ALS Facts and Statistics”, retrieved from http://www.alscenter.org/living_with_als/facts_statistics.html on July 15, 2013.
- Statistics Brain, “Lou Gehrig’s Disease ALS Statistics” retrieved from <http://www.statisticbrain.com/lou-gehrigs-disease-als-statistics/> on June 25, 2013.
- Clark, Pritchard and Sunak, “The Epidemiology and Etiology of Amyotrophic Lateral Sclerosis: An Integrated and Inter-Disciplinary Perspective”, *A Working Report to the Department of Public Health, State of Massachusetts* on behalf of the ALS Therapy Development Foundation, Massachusetts, page 2 of 106 retrieved from http://www.researchals.org/uploaded_files/mdph_alsreport_211aDS.pdf on June 25, 2013.

3. Parkinson’s Disease

The incidence rates for Parkinson’s disease were obtained from a study by Van Den Eeden et al. (2003), which examined newly diagnosed Parkinson’s disease cases in 1994-1995 among members of the Kaiser Permanente Medical Care Program of Northern California. Table 2 of the study provides annual incidence rates by age and gender. The statistics we use are for men only.

References

- Van Den Eeden, Tanner, Bernstein, Fross, Leimpeter, Bloch, and Nelson, “Incidence of Parkinson’s Disease: Variation by Age, Gender, and Race/Ethnicity,” *Am. J. Epidemiol.* 2003; 157 (11): 1015–1022

4. Dementia

Incidence rates were available from multiple sources for dementia. In particular, the following sources were used:

- Corrada, et al. (2010); Table 2; Incidence rates for 4 specific age groups; US – men only
- Fitzpatrick, et al. (2004); Table 1; Incidence rates for 4 specific age groups; US – white men only
- Ganguli, et al. (2000); Table 1; Incidence rates for 6 specific age groups; US – men only; more severe dementia with CDR \geq 1.0
- Hendrie, et al. (2001); Table 5; Incidence rates for 3 specific age groups; African Americans in US – both sexes
- Knopman, et al. (2006); Table 1; Incidence rates for 9 specific age groups; US – men only
- Jorm and Jolley (1998); Table 2; Incidence rates for 5 specific age groups; US – both sexes; moderate+ dementia
- Riedel-Heller, et al. (2001); Table 1 and 2; Incidence rates for 4 specific age groups; Germany – men only

After careful examination of these data sources, the rates reported by Corrada, et al. (2010) and Knopman, et al. (2006) appeared to be outliers relative to the other sources. Therefore, these two studies were excluded and average age-specific incidence rates were calculated on the basis of the other five studies. As indicated above, all of these sources reported age-specific rates, but only for people older than 65. To estimate incidence rates for people younger than 65, Harvey et al. (2003) was used. This study reported age-specific prevalence rates for the population between 30 and 65. These prevalence rates were very small (each of them significantly smaller than the incidence rates for each of the age categories above 65). Since for a terminal (*i.e.*, incurable) disease such as dementia, prevalence is always an upper bound for incidence, we assumed that incidence rates for the population below 65 is equal to the prevalence rate.

A modification was made to these dementia incidence rates because of the relationship between Alzheimer's disease and dementia. Alzheimer's disease is the most common type of dementia, and eventually all Alzheimer's patients will develop dementia. However, not all dementia is due to Alzheimer's disease.²⁰ Thus, the calculated overall dementia incidence rates shown above in figure 2.1 include all cases of Alzheimer's disease. To correct for this, the Alzheimer's disease incidence rates were subtracted from the overall dementia incidence rates. Consistent with Friedenber (2003), exclusion of Alzheimer's disease incidence approximately halved the calculated incidence of dementia – for example, at age 95, the 4.103% Alzheimer's incidence rate was subtracted from the overall dementia incidence rate of 9.57%, resulting in a non-Alzheimer's dementia incidence rate of 5.467%.

As noted above in the general remarks, a final modification was made to the incidence rates based on the number of dementia patients who have had a stroke history.

²⁰ One study, by Friedenber (2003), found that patients with Alzheimer's disease comprised approximately 50% of all dementia cases, with Lewy dementia and frontotemporal dementia each comprising approximately 15% of total dementia cases, and vascular dementia comprising a further 10% of all dementia cases.

References

- Alzheimer's Association, "2013 Alzheimer's Disease Facts and Figures," 2013
- Corrada, Brookmeyer, Paganini-Hill, Berlau, and Kawas, "Dementia Incidence Continues to Increase with Age in the Oldest Old: The 90+ Study," *Ann Neurol.* 2010 January; 67(1): 114–121
- Fitzpatrick, Kuller, Ives, Lopez, Jagust, Breitner, Jones, Lyketsos, and Dulberg, "Incidence and Prevalence of Dementia in the Cardiovascular Health Study," *Journal of American Geriatric Society* 2004; 52: 195–204
- Friedenber, "Dementia: One of the Greatest Fears of Aging," *Radiology* 2003; 229: 632–635
- Ganguli, Dodge, and Chen, "Ten-year Incidence of Dementia in a Rural Elderly US Community population: The MoVIES Project," *Neurology* 2000; 54: 1109–1116
- Harvey, Skelton-Robinson, and Rossor, "Prevalence and Causes of Dementia in People Under the Age of 65 Years," *J Neurol Neurosurg Psychiatry* 2003; 74: 1206–1209
- Hendrie, Ogunniyi, Hall, Baiyewu, Unverzagt, Gureje, Gao, Evans, Ogunseyinde, Adeyinka, Musick, and Hui, "Incidence of Dementia and Alzheimer Disease in 2 Communities," *JAMA* February 14, 2001; Vol. 285, No. 6 739–747
- Jorm and Jolley, "The incidence of dementia: A meta-analysis," *Neurology* 1998; 51: 728–733
- Knopman, Petersen, Cha, Edland, and Rocca, "Incidence and Causes of Nondegenerative Nonvascular Dementia," *Arch Neurol.* 2006; 63: 218–221
- Riedel-Heller, Busse, Aurich, Matschinger, and Angermeyer, "Incidence of Dementia According to DSM-III-R and ICD-10," *British Journal of Psychiatry* 2001; 179: 255–260

Induced Incidence/Risk Multiplier

This section describes the methodology and sources used for estimating the increased risk to professional football players (or comparables) relative to the general population of developing certain compensable diseases.

For Alzheimer's disease, Parkinson's, ALS and dementia, a risk multiple of 2.0 for ages 20 through 60 was used. After age 60, it was assumed that the relative risk is more additive in nature than multiplicative, and so the induced incidence is calculated as the background (general population) incidence at those ages, plus the induced incidence rates at age 60 for each of the diseases

For each of the particular diseases discussed below, there were multiple sources reporting a risk to professional football players as a multiple of the risk experienced by the general population. Unless otherwise specified, risk multiples are uniform across ages (e.g., the relative risk is the

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same across ages for professional football players). For the majority of diseases, no peer-reviewed published research on the risk to professional football players relative to the general population has been identified.

It is clear that the literature and studies to date conclude a wide range of estimates of the relative risk associated with concussion or other forms of brain injury. The results vary from relative risk significantly under 1.0 to risks in excess of 3.0. Many if not all of the studies have issues that question their accuracy. These issues include items such as small sample sizes, types of populations, types of injuries and characteristics of the studied population.

Specific diseases, disorders, injuries, and symptoms

5. Alzheimer's Disease

There were two sources identified that report the relative risk of Alzheimer's for professional football players (Guskiewicz (2005) and Lehman (2012)) and three studies on the risk from mild traumatic brain injuries for developing Alzheimer's disease. The induced incidence rates reported in these studies range from 0.76 to 4.1. Lehman (2012) reported that the risk of Alzheimer's being a contributing factor to death, *i.e.*, not necessarily the underlying cause, was 3.86 times greater for former NFL players who had played 5 years or more than for the general population. Guskiewicz (2005) noted a differential in the risk as a function of age, with the risk declining from 4 among younger players to 1 for players over the age of 75.

Mortimer (1991), in a meta-analysis of 7 previous studies, found a relative risk of 2.67 for men. Nemetz (1999) found that the standardized incidence ratio was 1.4 for men who had experienced a traumatic brain injury, from a population cohort in Olmsted County, Minnesota. Mehta (1999), using a population cohort from Rotterdam, The Netherlands, found a relative risk for men of 0.9. Plassman (2000), in a population-based cohort study of U.S. World War II veterans, found a hazard ratio for those who suffered a mild head injury (defined as a "loss of consciousness or post-traumatic amnesia for less than 30 minutes, with no skull fracture") of 0.76. Schofield (1997), in a community longitudinal study in Manhattan, NY, found a relative risk of developing Alzheimer's of 4.1 for those who had a history of head injury.

References

- Guskiewicz, Kevin M., et al., "Association between Recurrent Concussion and Late-Life Cognitive Impairment in Retired Professional Football Players," *Neurosurgery*, Vol. 57, No. 4 (Oct. 2005): 719-726

- Lehman, Everett J., et al., "Neurodegenerative causes of death among retired National Football League players," *Neurology* Vol. 79 (Nov. 6, 2012): 1-5
- Mehta, K.M., et al., "Head trauma and risk of dementia and Alzheimer's disease," *Neurology*, Vol. 53 (1999): 1959-1962
- Mortimer, J.A., et al., "Head Trauma as a Risk Factor for Alzheimer's Disease: A Collaborative Re-Analysis of Case-Control Studies," *International Journal of Epidemiology*, Vol. 20, No. 2 (1991): S28-S35
- Nemetz, Peter N., et al., "Traumatic Brain Injury and Time to Onset of Alzheimer's Disease: A population-based study," *American Journal of Epidemiology* Vol. 149, No. 1 (1999): 32-40
- Plassman, B.L., et al., "Documented head injury in early adulthood and risk of Alzheimer's disease and other dementias," *Neurology*, Vol. 55 (2000): 1158-1166
- Schofield, P.W. et al., "Alzheimer's disease after remote head injury: an incidence study," *Journal of Neurology, Neurosurgery and Psychiatry*, Vol. 62 (1997): 119-124

6. ALS

There was no study that directly isolated the induced risk of ALS among former NFL players. The findings of three studies reported estimated induced incidence ranging from 1.13 to 4.31. These include the Lehman study (Lehman (2012)), which looked at ALS as a contributing factor (*i.e.*, not necessarily the specific cause of death) for a more exposed population of retired professional football players – those who had played 5 years or more. From the Schmidt (2010) study of veterans, we calculated a risk multiple of 1.13 for veteran suffering head injuries developing ALS relative to those without head injuries.²¹ No age-breakdowns were available from Lehman (2012) or Schmidt (2010) (although Schmidt did provide a breakdown for the age at the time of the last injury, with those being injured after age 29 being at a 1.49 times risk). Chio (2005) looked at the effect of age on risk among a population of Italian soccer players, and found that for ages up to 49, the Standard Morbidity Ratio was 7.5, but then fell to 4.2 for those older than 50.

References

- Lehman, Everett J., et al., "Neurodegenerative causes of death among retired National Football League players," *Neurology* Vol. 79 (Nov. 6, 2012): 1-5
- Schmidt, Silke, et al., "Association of ALS with Head Injury, Cigarette Smoking and APOE Genotypes," *Journal of Neurological Science* Vol. 291 (April 2010): 22-29

²¹ Schmidt (2010) reported Odds Ratios in its text. We have calculated from the underlying data reported in Schmidt (2010) a risk multiple for ease of comparison to the other studies.

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- Chio, Adriano, et al., "Severely increased risk of amyotrophic lateral sclerosis among Italian professional football players," *Brain* Vol. 128 (2005): 472-476

7. Dementia

Five studies were considered with respect to the increased risk of dementia. These studies produced estimates of induced risk ranging from 0.7 to 3.86. Again, Lehman (2012) reported that the risk of Dementia as a contributing factor to a player's death (*i.e.*, not necessarily the specific cause of death) was 3.86. Mehta (1999), in a population-based cohort from The Netherlands, found the risk multiple for men developing dementia was 0.7. Plassman (2000) found that hazard rate for a cohort of U.S. Navy and Marine veterans of World War II was 1.33. Finally, Lee (2013), in a population-based study from Taiwan, found a hazard ratio of 3.26. Another source, Amen (2011) was excluded because of the small sample size (n=100), and inconsistency between prevalence and incidence in its calculations.

References

- Amen, Daniel G. et al., "Impact of Playing American Professional Football on Long-Term Brain Function," *Journal of Neuropsychiatry and Clinical Neuroscience*, Vol. 23, No. 1 (Winter 2011): 98-106
- Lee, Yi-Kung, et al., "Increased Risk of Dementia in Patients with Mild Traumatic Brain Injury: A Nationwide Cohort Study," *PLOS ONE*, Vol. 8, No. 5 (May 2013): 1-7,
- Lehman, Everett J. et al., "Neurodegenerative causes of death among retired National Football League players," *Neurology* Vol. 79 (Nov. 6, 2012): 1-5
- Mehta, K.M. et al., "Head trauma and risk of dementia and Alzheimer's disease," *Neurology*, Vol. 53 (1999): 1959-1962
- Plassman, B.L. et al., "Documented head injury in early adulthood and risk of Alzheimer's disease and other dementias," *Neurology*, Vol. 55 (2000): 1158-1166

8. Parkinson's Disease

Four sources were identified that calculated a risk multiple for Parkinson's Disease, one based on a study of retired NFL players, and three more generalized to the risk of Parkinson's after a traumatic brain/head injury. These studies reported risk multiples ranging from 1.44 to 1.69. The Lehman (2012) study found that the risk of a retired NFL player dying with Parkinson's as a contributing factor was 1.69 times greater than that of the male general population.

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From the Bower (2003) study of U.S. males and females from Rochester, Minnesota we calculated a risk multiple of 1.76, while from Lee (2012), we calculated a 1.44 risk multiple for the central-California-based sample. From the Goldman (2006) study on male twin pairs, we calculated a risk multiple of 1.48.²² Both Goldman (2006) and Bower (2003) are for males only, while the only data available from Lee (2012) was for both genders. Multiple additional studies on the impact of brain trauma are available (summarized in Goldman (2006)), but all were conducted in the 1980s and 1990s. No further breakdowns of the multiple by age were available in any of the studies.

References

- Bower, J.H. et al, “Head Trauma Preceding PD: A Case-Control Study,” *Neurology* Vol. 60 (2003): 1610-1615
- Goldman, Samuel M. et al., “Head Injury and Parkinson’s Disease Risk in Twins,” *Annals of Neurology*, Vol. 60 (2006): 65-72
- Lee, Pei-Chen et al., “Traumatic Brain Injury, Paraquat Exposure, and Their Relationship to Parkinson Disease,” *Neurology* Vol. 79 (2012): 2061-2066.
- Lehman, Everett J. et al., “Neurodegenerative causes of death among retired National Football League players,” *Neurology* Vol. 79 (Nov. 6, 2012): 1-5

²² Bower (2003), Lee (2012) and Goldman (2006) all reported only the Odds Ratios in their texts, so for comparison purposes, we have calculated the corresponding Risk Ratio for use in the average.

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Appendix B: Annual Cash Flow Model and Assumptions

Cash Flow Modeling Assumptions		
Item Category	Assumed Value	Notes
Funding and Investment	2.0%	
Inflation on Monetary Award Amounts	2.5%	
Real rate of return on invested funds	4.5%	
Nominal rate of return on invested funds		
Claim Review and Processing		
Facility start up costs	\$2,000,000	
Cost per claim	\$1,700	Expected cost for claim review and processing is \$750/claim. There is an additional \$100 fee per claim for processing medicare liens. Both fees are applied to claims that are filed, including those that are valid for payment and claims that will not be paid. The model counts the number of valid claims. It is assumed that there will be an equal number of payable and non-payable claims so a total cost of \$1,700 per valid claim is used in the model (2 x \$750) + (2 x \$100)
Inflation on processing costs	2.0%	

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Dollars by Year Paid - Accounting for Payment Lag and Participation Rate
(\$ millions)

Year	Filers		Futures		Deceased >2005		Death w/ CTE		Deceased <=2005		Processing Cost		Total	
	Nom.	NPV	Nom.	NPV	Nom.	NPV	Nom.	NPV	Nom.	NPV	Nom.	NPV	Nom.	NPV
Total	\$426.9	\$251.2	\$415.7	\$179.1	\$19.3	\$17.8	\$65.7	\$60.7	\$5.7	\$5.3	\$10.1	\$3.2	\$945.5	\$519.4
2013														
2014													\$2.0	\$2.0
2015	\$98.0	\$91.8	\$12.5	\$11.7	\$13.5	\$12.6	\$46.0	\$43.1	\$4.0	\$3.8	\$0.2	\$0.2	\$174.2	\$163.0
2016	\$46.8	\$41.9	\$10.3	\$9.3	\$5.8	\$5.2	\$19.7	\$17.7	\$1.7	\$1.5	\$0.2	\$0.2	\$84.5	\$75.7
2017	\$8.0	\$6.9	\$7.9	\$6.7		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$16.0	\$13.7
2018	\$6.8	\$5.5	\$8.6	\$7.0		\$0.0		\$0.0		\$0.0	\$0.2	\$0.2	\$15.5	\$12.7
2019	\$6.4	\$5.0	\$9.1	\$7.2		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$15.7	\$12.3
2020	\$6.2	\$4.7	\$9.2	\$6.9		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$15.5	\$11.6
2021	\$5.6	\$4.0	\$8.5	\$6.1		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$14.1	\$10.2
2022	\$5.8	\$4.0	\$9.7	\$6.7		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$15.6	\$10.7
2023	\$7.1	\$4.7	\$10.1	\$6.6		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$17.3	\$11.4
2024	\$8.2	\$5.2	\$10.2	\$6.4		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$18.6	\$11.7
2025	\$8.3	\$5.0	\$11.5	\$6.9		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$19.9	\$12.0
2026	\$7.3	\$4.2	\$12.4	\$7.2		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$19.8	\$11.4
2027	\$7.4	\$4.1	\$11.8	\$6.5		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$19.3	\$10.7
2028	\$6.9	\$3.6	\$10.8	\$5.7		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$17.8	\$9.4
2029	\$7.5	\$3.8	\$10.0	\$5.0		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$17.6	\$8.9
2030	\$9.1	\$4.4	\$8.5	\$4.1		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$17.7	\$8.6
2031	\$8.8	\$4.1	\$8.1	\$3.7		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$17.0	\$7.9
2032	\$7.4	\$3.3	\$9.1	\$4.0		\$0.0		\$0.0		\$0.0	\$0.1	\$0.1	\$16.7	\$7.4
2033	\$6.6	\$2.8	\$9.7	\$4.1		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$16.4	\$7.0
2034	\$7.4	\$3.0	\$9.3	\$3.8		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$16.8	\$6.8
2035	\$8.0	\$3.1	\$9.6	\$3.7		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$17.8	\$6.9
2036	\$9.0	\$3.3	\$10.3	\$3.8		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$19.5	\$7.2
2037	\$9.2	\$3.3	\$10.4	\$3.7		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$19.8	\$7.0
2038	\$8.8	\$3.0	\$10.3	\$3.5		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$19.3	\$6.6
2039	\$7.6	\$2.5	\$10.0	\$3.3		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$17.8	\$5.8
2040	\$6.9	\$2.2	\$11.5	\$3.6		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$18.7	\$5.8
2041	\$6.8	\$2.0	\$11.5	\$3.4		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$18.6	\$5.5
2042	\$6.7	\$1.9	\$10.6	\$3.0		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$17.6	\$5.0
2043	\$7.8	\$2.1	\$8.2	\$2.2		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$16.1	\$4.4
2044	\$8.1	\$2.1	\$7.7	\$2.0		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$16.0	\$4.2
2045	\$8.8	\$2.2	\$6.5	\$1.6		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$15.5	\$3.9
2046	\$7.9	\$1.9	\$8.4	\$2.0		\$0.0		\$0.0		\$0.0	\$0.3	\$0.1	\$16.5	\$4.0
2047	\$6.4	\$1.5	\$9.5	\$2.2		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$16.1	\$3.7
2048	\$4.5	\$1.0	\$10.2	\$2.2		\$0.0		\$0.0		\$0.0	\$0.2	\$0.1	\$14.9	\$3.3
2049	\$3.9	\$0.8	\$8.2	\$1.7		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$12.3	\$2.6
2050	\$3.8	\$0.8	\$7.9	\$1.6		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$11.8	\$2.4
2051	\$4.2	\$0.8	\$6.6	\$1.3		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$11.0	\$2.1
2052	\$4.6	\$0.8	\$5.7	\$1.1		\$0.0		\$0.0		\$0.0	\$0.3	\$0.0	\$10.6	\$1.9
2053	\$4.6	\$0.8	\$5.5	\$1.0		\$0.0		\$0.0		\$0.0	\$0.3	\$0.0	\$10.3	\$1.8
2054	\$3.7	\$0.6	\$5.2	\$0.9		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$9.2	\$1.5
2055	\$2.8	\$0.5	\$5.2	\$0.8		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$8.2	\$1.3
2056	\$2.5	\$0.4	\$4.5	\$0.7		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$7.3	\$1.1
2057	\$2.2	\$0.3	\$4.2	\$0.6		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$6.7	\$1.0
2058	\$1.9	\$0.3	\$4.1	\$0.6		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$6.1	\$0.9
2059	\$1.6	\$0.2	\$3.9	\$0.5		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$5.6	\$0.8
2060	\$1.3	\$0.2	\$3.3	\$0.4		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$4.8	\$0.6
2061	\$1.4	\$0.2	\$2.6	\$0.3		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$4.2	\$0.5
2062	\$1.2	\$0.1	\$2.2	\$0.3		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$3.6	\$0.4
2063	\$0.9	\$0.1	\$1.9	\$0.2		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$3.0	\$0.3
2064	\$0.7	\$0.1	\$1.8	\$0.2		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$2.6	\$0.3
2065	\$0.6	\$0.1	\$1.7	\$0.2		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$2.4	\$0.2
2066	\$0.6	\$0.1	\$1.5	\$0.2		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$2.3	\$0.2
2067	\$0.6	\$0.1	\$1.3	\$0.1		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$1.9	\$0.2
2068	\$0.6	\$0.1	\$1.1	\$0.1		\$0.0		\$0.0		\$0.0	\$0.2	\$0.0	\$1.8	\$0.2
2069	\$0.4	\$0.0	\$0.9	\$0.1		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$1.3	\$0.1
2070	\$0.2	\$0.0	\$0.8	\$0.1		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$1.1	\$0.1
2071	\$0.1	\$0.0	\$0.8	\$0.1		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$1.0	\$0.1
2072	\$0.1	\$0.0	\$0.8	\$0.1		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$0.9	\$0.1
2073	\$0.1	\$0.0	\$0.6	\$0.0		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$0.8	\$0.1
2074	\$0.1	\$0.0	\$0.4	\$0.0		\$0.0		\$0.0		\$0.0	\$0.1	\$0.0	\$0.6	\$0.0
2075	\$0.1	\$0.0	\$0.3	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.4	\$0.0
2076	\$0.0	\$0.0	\$0.2	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.3	\$0.0
2077	\$0.1	\$0.0	\$0.2	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.3	\$0.0
2078	\$0.1	\$0.0	\$0.2	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.3	\$0.0
2079	\$0.0	\$0.0	\$0.1	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.2	\$0.0
2080	\$0.0	\$0.0	\$0.1	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.1	\$0.0
2081	\$0.0	\$0.0	\$0.1	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.1	\$0.0
2082	\$0.0	\$0.0	\$0.0	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
2083	\$0.0	\$0.0	\$0.0	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
2084	\$0.0	\$0.0	\$0.0	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.0	\$0.0
2085	\$0.0	\$0.0	\$0.0	\$0.0		\$0.0		\$0.0		\$0.0	\$0.0	\$0.0	\$0.0	\$0.0

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Appendix C: Summary of Claims Filed by Former NFL Players**Table C-1: Summary of Claims Filed by Former NFL Players¹**

Category	Disease/Impairment					Total
	Death w/CTE	Alzheimers	ALS	Parkinsons	Dementia	
Self-Reported (SR)	5	11	1	1	60	78
Diagnosed (D)	11	35	10	4	101	161
None	-	-	-	-	-	4,025
Total	16	46	11	5	161	4264

¹ Includes only those claims that were provided at the time of the analysis. Additional claims have been filed subsequently.

Notes: Self-Reported (SR) cases are those for which the filer identified diseases or impairments in their claim but did not have a medical diagnosis. Diagnosed (D) cases are those files that had a medical diagnosis for the diseases or impairments claimed. Some player's claims have more than one disease/impairment, and therefore could be counted in more than one disease category and therefore the total counts are greater than the number of claimants. Cases listed as Death with CTE represents those cases that were included on the list of CTE cases provided by Plaintiff representatives and were also included in the claims filed. In the model, only the cases of Alzheimer's, ALS, Parkinson's, and Dementia that had a medical diagnosis were used.

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Appendix D: Examples of Life Cycle Modeling of Former NFL Players

The following pages present 14 different hypothetical cases to demonstrate how the life cycle model is applied. These hypothetical cases are:

1. Player diagnosed with Alzheimer's at age 52 who played 3 years.
2. Player diagnosed with Alzheimer's at age 63 who played 5 years.
3. Player who died of natural causes at the age of 77 who played 5 years.
4. Player diagnosed with ALS at age 44 who played 12 years.
5. Player diagnosed with Level 1.5 at 49 and Level 2 at 52 who played 4 years.
6. Player diagnosed with Level 1.5 at 55, progressing to Level 2 at 58, and progressing to Alzheimer's at 71 who played 9 years.
7. Player diagnosed with ALS at age 76 who played 6 years.
8. Player diagnosed with Alzheimer's at age 59 who played 2 years.
9. Player diagnosed with Level 1.5 at age 62, progressing to Level 2 at age 65 who played 5+ years.
10. Player diagnosed with Level 1.5 at age 72, progressing to Level 2 at 75 who played 6 years.
11. Player diagnosed with ALS at age 65 who played 3 years.
12. Player diagnosed with Alzheimer's at age 55 who played 2 years.
13. Player diagnosed with Parkinson's at age 50 who played 5+ years.
14. Player diagnosed with Parkinson's at age 68 who played 4 years.

Disease Diagnosed	Alzheimer's
Age at Diagnosis	52
Years played	3
Year of Compensation	2022
Total Nominal Compensation	\$1,147,289

Year	Age	Natural Death	Incidence					Level 1.5
			ALS	Suicide	Parkinson's	Alzheimer's		
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%	0.0003%	
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0057%	0.0003%	
2016	46	0.3920%	0.0129%	0.0521%	0.0028%	0.0051%	0.0004%	
2017	47	0.4180%	0.0129%	0.0571%	0.0028%	0.0058%	0.0004%	
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%	0.0005%	
2019	49	0.4570%	0.0130%	0.0687%	0.0028%	0.0125%	0.0005%	
2020	50	0.4780%	0.0129%	0.0753%	0.0028%	0.0181%	0.0006%	
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%	0.0008%	
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%	0.0007%	
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0500%	0.0009%	
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0680%	0.0010%	
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%	0.0011%	
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%	0.0013%	
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.1079%	0.0015%	
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.1137%	0.0017%	
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.1143%	0.0020%	
2030	60	1.0860%	0.0113%	0.1891%	0.0028%	0.1233%	0.0023%	
2031	61	1.1920%	0.0104%	0.1982%	0.0028%	0.1341%	0.0025%	

Life Cycle Modeling For Individual Former NFL Player

[illegible]

Disease Diagnosed	Alzheimer's
Age at Diagnosis	63
Years played	5
Year of Compensation	2033
Total Nominal Compensation	\$1,313,577

Life Cycle Modeling For Individual Former NFL Player

53

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Hypothetical Player Case Profile #3

Disease Diagnosed	Natural Death
Age at Diagnosis	77
Years played	5
Year of Compensation	2053
Total Nominal Compensation	\$0

Life Cycle Modeling For Individual Former NFL Player

		Incidence				Outcome					
		Natural		Adverse		Natural		Adverse			
Year	Age	Death	ALS	Suicide	Parkinson's Alzheimer's Level 1.5	Death	ALS	Suicide	Parkinson's Alzheimer's Level 1.5	Level 2/ Diagnosis (Y/N)	Comments
2014	44	0.3350%	0.0115%	0.0433%	0.0028%					N	
2015	45	0.3630%	0.0118%	0.0475%	0.0028%					N	
2016	46	0.3920%	0.0129%	0.0511%	0.0028%					N	
2017	47	0.4180%	0.0129%	0.0571%	0.0028%					N	
2018	48	0.4380%	0.0129%	0.0626%	0.0028%					N	
2019	49	0.4570%	0.0130%	0.0687%	0.0028%					N	
2020	50	0.4780%	0.0128%	0.0753%	0.0028%					N	
2021	51	0.5040%	0.0124%	0.0825%	0.0028%					N	
2022	52	0.5380%	0.0127%	0.0905%	0.0028%					N	
2023	53	0.5800%	0.0133%	0.0992%	0.0028%					N	
2024	54	0.6320%	0.0125%	0.1088%	0.0028%					N	
2025	55	0.6910%	0.0122%	0.1193%	0.0028%					N	
2026	56	0.7570%	0.0133%	0.1308%	0.0028%					N	
2027	57	0.8280%	0.0123%	0.1435%	0.0028%					N	
2028	58	0.9060%	0.0123%	0.1573%	0.0028%					N	
2029	59	0.9910%	0.0122%	0.1725%	0.0028%					N	
2030	60	1.0860%	0.0113%	0.1891%	0.0028%					N	
2031	61	1.1920%	0.0104%	0.1982%	0.0028%					N	
2032	62	1.3110%	0.0095%	0.2082%	0.0028%					N	
2033	63	1.4440%	0.0102%	0.2122%	0.0028%					N	
2034	64	1.5900%	0.0102%	0.2312%	0.0028%					N	
2035	65	1.7530%	0.0095%	0.2444%	0.0028%					N	
2036	66	1.9320%	0.0097%	0.2589%	0.0028%					N	
2037	67	2.1220%	0.0097%	0.2747%	0.0028%					N	
2038	68	2.3230%	0.0102%	0.2921%	0.0028%					N	
2039	69	2.5380%	0.0097%	0.3112%	0.0028%					N	
2040	70	2.7650%	0.0098%	0.3321%	0.0028%					N	
2041	71	3.0590%	0.0101%	0.3799%	0.0028%					N	
2042	72	3.4300%	0.0105%	0.4222%	0.0028%					N	
2043	73	3.6330%	0.0107%	0.4811%	0.0028%					N	
2044	74	3.9420%	0.0117%	0.5493%	0.0028%					N	
2045	75	4.2990%	0.0123%	0.6295%	0.0028%					N	
2046	76	4.7150%	0.0126%	0.7238%	0.0028%					N	
2047	77	5.1840%	0.0132%	0.8347%	0.0028%					N	
2048	78	5.7110%	0.0110%	0.9652%	0.0028%					N	
2049	79	6.3050%	0.0131%	1.1187%	0.0028%					N	
2050	80	6.9780%	0.0139%	1.2993%	0.0028%					N	
2051	81	7.7380%	0.0155%	1.4467%	0.0028%					N	
2052	82	8.5960%	0.0152%	1.6123%	0.0028%					N	
2053	83	9.5570%	0.0137%	1.7980%	0.0028%					N	

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Hypothetical Player Case Profile #4

Disease Diagnosed	ALS
Age at Diagnosis	44
Years played	12
Year of Compensation	2014
Total Nominal Compensation	\$5,100,000

Life Cycle Modeling For Individual Former NFL Player

Incidence										Outcome					Nominal Compensation	Comments
Year	Age	Natural Death	ALS	Suicide	Parkinson's	Alzheimer's	Level 1.5	Level 2/	Adverse Diagnosis	Natural Death	ALS	Suicide	Parkinson's	Alzheimer's		
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%	0.0003%		Y		X				\$ 5,100,000	Player diagnosed with ALS
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0057%	0.0003%		N							
2016	46	0.3920%	0.0129%	0.0521%	0.0028%	0.0051%	0.0004%		N							
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0058%	0.0004%		N							
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%	0.0005%		N							
2019	49	0.4570%	0.0130%	0.0687%	0.0028%	0.0125%	0.0005%		N							
2020	50	0.4780%	0.0122%	0.0753%	0.0028%	0.0181%	0.0006%		N							
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%	0.0007%		N							
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%	0.0008%		N							
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0500%	0.0009%		N							
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0680%	0.0010%		N							
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%	0.0011%		N							
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%	0.0013%		N							
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.1079%	0.0015%		Deceased	X						Player Deceased

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Hypothetical Player Case Profile #5

Disease Diagnosed	Level 1.5 & 2
Age at Diagnosis	49, 52
Years played	4
Year of Compensation	2019, 2022
Total Nominal Compensation	\$1,147,289

Life Cycle Modeling For Individual Former NFL Player

Incidence										Outcome					Nominal Compensation	Comments
Year	Age	Natural Death	ALS	Suicide	Parkinson's Alzheimer's	Level 1.5	Level 2/	Adverse Diagnosis		Natural Death	ALS	Suicide	Parkinson's Alzheimer's	Level 1.5		
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%		N								
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0057%		N								
2016	46	0.3920%	0.0129%	0.0521%	0.0028%	0.0051%		N								
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0058%		N								
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%		N								
2019	49	0.4570%	0.0130%	0.0687%	0.0028%	0.0125%		Y							\$ 729,753	Player Diagnosed with Level 1.5
2020	50	0.4780%	0.0122%	0.0753%	0.0028%	0.0181%		N								
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%		N								
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%		N								
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0500%		Y							\$ 417,536	Player Diagnosed with Level 2
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0680%		N								
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%		N								
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%		N								
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.1079%		N								
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.1137%		N								
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.1143%		N								
2030	60	1.0860%	0.0113%	0.1891%	0.0028%	0.1233%		N								
2031	61	1.1920%	0.0104%	0.1982%	0.0028%	0.1341%		N								
2032	62	1.3110%	0.0095%	0.2082%	0.0028%	0.1577%		N								
2033	63	1.4440%	0.0102%	0.2192%	0.0028%	0.1989%		N								
2034	64	1.5900%	0.0102%	0.2312%	0.0028%	0.2643%		N								
2035	65	1.7530%	0.0095%	0.2444%	0.0028%	0.3320%		N								
2036	66	1.9320%	0.0097%	0.2589%	0.0028%	0.4022%		N								
2037	67	2.1220%	0.0087%	0.2747%	0.0028%	0.4674%		N								
2038	68	2.3230%	0.0102%	0.2921%	0.0028%	0.5224%		N								
2039	69	2.5380%	0.0097%	0.3112%	0.0028%	0.5629%		N								
2040	70	2.7850%	0.0098%	0.3321%	0.0028%	0.6032%		N								
2041	71	3.0590%	0.0101%	0.3739%	0.0028%	0.6409%		N								
2042	72	3.3430%	0.0105%	0.4232%	0.0028%	0.7023%		N								
2043	73	3.6330%	0.0107%	0.4811%	0.0028%	0.7932%		N								
2044	74	3.9420%	0.0117%	0.5493%	0.0028%	0.9205%		N								
2045	75	4.2990%	0.0123%	0.6295%	0.0028%	1.0630%		Deceased								Player Deceased

Privileged and Confidential

Hypothetical Player Case Profile #6

Disease Diagnosed	Level 2 & Alzheimer's
Age at Diagnosis	55, 58, 71
Years played	9
Year of Compensation	2025, 2028, 2041
Total Nominal Compensation	\$1,178,981

Life Cycle Modeling For Individual Former NFL Player

Incidence										Outcome				
Natural					Natural			Adverse		Nominal Compensation	Comments			
Year	Age	Death	ALS	Suicide	ALS	Suicide	Death	Level 1.5	Level 2/ (Y/N)					
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%								
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0057%								
2016	46	0.3920%	0.0129%	0.0521%	0.0028%	0.0051%								
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0058%								
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%								
2019	49	0.4570%	0.0130%	0.0687%	0.0028%	0.0125%								
2020	50	0.4780%	0.0122%	0.0753%	0.0028%	0.0181%								
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%								
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%								
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0500%								
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0680%								
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%		X	Y	\$665,827	Player diagnosed with Level 1.5			
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%								
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.1079%								
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.1137%		X	Y	\$513,154	Player diagnosed with Level 2.0			
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.1143%								
2030	60	1.0860%	0.0113%	0.1891%	0.0028%	0.1233%								
2031	61	1.1920%	0.0104%	0.1982%	0.0028%	0.1341%								
2032	62	1.3110%	0.0095%	0.2082%	0.0028%	0.1577%								
2033	63	1.4440%	0.0102%	0.2192%	0.0028%	0.1989%								
2034	64	1.5900%	0.0102%	0.2312%	0.0028%	0.2643%								
2035	65	1.7530%	0.0095%	0.2444%	0.0028%	0.3320%								
2036	66	1.9320%	0.0097%	0.2589%	0.0028%	0.4022%								
2037	67	2.1220%	0.0087%	0.2747%	0.0028%	0.4674%								
2038	68	2.3230%	0.0102%	0.2921%	0.0028%	0.5224%								
2039	69	2.5380%	0.0097%	0.3112%	0.0028%	0.5625%								
2040	70	2.7850%	0.0098%	0.3321%	0.0028%	0.6032%								
2041	71	3.0590%	0.0101%	0.3759%	0.0028%	0.6409%		X	Y	90	Player diagnosed with Alzheimer's			
2042	72	3.3430%	0.0105%	0.4232%	0.0028%	0.7023%								
2043	73	3.6330%	0.0107%	0.4811%	0.0028%	0.7932%								
2044	74	3.9420%	0.0117%	0.5493%	0.0028%	0.9205%								
2045	75	4.2990%	0.0123%	0.6295%	0.0028%	1.0630%								
2046	76	4.7150%	0.0126%	0.7238%	0.0028%	1.2215%					Player deceased			

Hypothetical Player Case Profile #7

Disease Diagnosed	ALS
Age at Diagnosis	76
Years played	6
Year of Compensation	2046
Total Nominal Compensation	\$2,210,566

Life Cycle Modeling For Individual Former NFL Player

[illegible]

Hypothetical Player Case Profile #8

Disease Diagnosed	Alzheimer's
Age at Diagnosis	59
Years played	2
Year of Compensation	2029
Total Nominal Compensation	\$587,552

Life Cycle Modeling For Individual Former NFL Player

Incidence											
Outcome											
Natural			Adverse			Nominal			Comments		
Year	Age	Death	ALS	Suicide	Parkinson's	Alzheimer's	Level 1.5	Level 2/	Diagnosis		
									(Y/N)		
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%	0.0003%		N		
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0057%	0.0003%		N		
2016	46	0.3920%	0.0129%	0.0521%	0.0028%	0.0051%	0.0004%		N		
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0058%	0.0004%		N		
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%	0.0005%		N		
2019	49	0.4570%	0.0130%	0.0687%	0.0028%	0.0125%	0.0005%		N		
2020	50	0.4780%	0.0122%	0.0753%	0.0028%	0.0181%	0.0006%		N		
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%	0.0007%		N		
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%	0.0008%		N		
2023	53	0.5800%	0.0135%	0.0992%	0.0028%	0.0500%	0.0009%		N		
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0680%	0.0010%		N		
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%	0.0011%		N		
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%	0.0013%		N		
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.1079%	0.0015%		N		
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.1137%	0.0017%		N		
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.1149%	0.0020%		Y		
2030	60	1.0860%	0.0113%	0.1891%	0.0028%	0.1233%	0.0023%		N		
2031	61	1.1920%	0.0104%	0.1982%	0.0028%	0.1341%	0.0025%		N		
2032	62	1.3110%	0.0095%	0.2082%	0.0028%	0.1577%	0.0028%		N		
2033	63	1.4440%	0.0102%	0.2192%	0.0028%	0.1989%	0.0030%		N		
2034	64	1.5900%	0.0102%	0.2312%	0.0028%	0.2643%	0.0033%		N		
2035	65	1.7530%	0.0095%	0.2444%	0.0028%	0.3320%	0.0036%		Deceased		Player deceased

Disease Diagnosed	Level 1.5 & 2
Age at Diagnosis	62, 65
Years played	5+
Year of Compensation	2032, 2035
Total Nominal Compensation	\$710,996

Life Cycle Modeling For Individual Former NFL Player

Outcome					
Natural Death	ALS	Suidice	Parkinson's	Alzheimer's Level 1.5	Adverse Diagnosis Level 2/ Y(N)
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
				X	Y
					N
				X	Y
					N
					N
					N
					N
					N
					N
					N
X					Deceased

Nominal Compensation	Comments
\$422,475	Player diagnosed with Level 1.5
\$288,521	Player diagnosed with Level 2
	Player deceased from natural cause

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Hypothetical Player Case Profile #10

Disease Diagnosed	Level 1.5 & 2
Age at Diagnosis	72, 75
Years played	6
Year of Compensation	2042, 2045
Total Nominal Compensation	\$248,759

Life Cycle Modeling For Individual Former NFL Player

		Incidence				Outcome				Adverse Diagnosis Level 2/ Level 1.5 (Y/N)	Nominal Compensation	Comments
Year	Age	Natural Death	ALS	Suicide	Parkinson's Alzheimer's	Level 1.5	Natural Death	ALS	Suicide	Parkinson's Alzheimer's		
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%						
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0057%						
2016	46	0.3920%	0.0129%	0.0521%	0.0028%	0.0051%						
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0058%						
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%						
2019	49	0.4570%	0.0130%	0.0667%	0.0028%	0.0125%						
2020	50	0.4780%	0.0122%	0.0753%	0.0028%	0.0181%						
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%						
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%						
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0500%						
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0680%						
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%						
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%						
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.1079%						
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.1137%						
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.1143%						
2030	60	1.0860%	0.0113%	0.1891%	0.0028%	0.1233%						
2031	61	1.1920%	0.0104%	0.1982%	0.0028%	0.1341%						
2032	62	1.3110%	0.0095%	0.2082%	0.0028%	0.1577%						
2033	63	1.4440%	0.0102%	0.2192%	0.0028%	0.1969%						
2034	64	1.5900%	0.0102%	0.2312%	0.0028%	0.2643%						
2035	65	1.7530%	0.0095%	0.2444%	0.0028%	0.3320%						
2036	66	1.9320%	0.0097%	0.2589%	0.0028%	0.4022%						
2037	67	2.1220%	0.0087%	0.2747%	0.0028%	0.4674%						
2038	68	2.3230%	0.0102%	0.2921%	0.0028%	0.5224%						
2039	69	2.5380%	0.0097%	0.3112%	0.0028%	0.5629%						
2040	70	2.7850%	0.0096%	0.3321%	0.0028%	0.6032%						
2041	71	3.0590%	0.0101%	0.3739%	0.0028%	0.6409%						
2042	72	3.3430%	0.0105%	0.4232%	0.0028%	0.7023%				X	\$186,464	Player diagnosed with Level 1.5
2043	73	3.6330%	0.0107%	0.4811%	0.0028%	0.7932%						
2044	74	3.9420%	0.0117%	0.5493%	0.0028%	0.9205%						
2045	75	4.2990%	0.0127%	0.6295%	0.0028%	1.0630%				X	\$62,296	Player diagnosed with Level 2
2046	76	4.7150%	0.0126%	0.7238%	0.0028%	1.2215%						
2047	77	5.1840%	0.0132%	0.8347%	0.0028%	1.3765%	X					Player deceased from natural cause
2048	78	5.7110%	0.0110%	0.9652%	0.0028%	1.5332%						

JA2397

Hypothetical Player Case Profile #11

Disease Diagnosed	ALS
Age at Diagnosis	65
Years played	3
Year of Compensation	2035
Total Nominal Compensation	\$2,504,487

Life Cycle Modeling For Individual Former NFL Player

Natural				Incidence			
Year	Age	Death	ALS	Suicide	Parkinson's	Alzheimer's	Level 1.5
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%	0.0003%
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0057%	0.0003%
2016	46	0.3920%	0.0129%	0.0521%	0.0028%	0.0051%	0.0004%
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0058%	0.0004%
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%	0.0005%
2019	49	0.4570%	0.0130%	0.0687%	0.0028%	0.0125%	0.0005%
2020	50	0.4780%	0.0122%	0.0733%	0.0028%	0.0181%	0.0006%
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%	0.0007%
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%	0.0008%
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0500%	0.0009%
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0660%	0.0010%
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%	0.0011%
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%	0.0013%
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.1079%	0.0015%
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.1137%	0.0017%
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.1143%	0.0020%
2030	60	1.0860%	0.0113%	0.1891%	0.0028%	0.1233%	0.0023%
2031	61	1.1920%	0.0104%	0.1982%	0.0028%	0.1341%	0.0025%
2032	62	1.3110%	0.0095%	0.2082%	0.0028%	0.1577%	0.0028%
2033	63	1.4440%	0.0102%	0.2192%	0.0028%	0.1989%	0.0030%
2034	64	1.5900%	0.0107%	0.2312%	0.0028%	0.2643%	0.0033%
2035	65	1.7530%	0.0095%	0.2444%	0.0028%	0.3320%	0.0036%
2036	66	1.9320%	0.0097%	0.2589%	0.0028%	0.4022%	0.0039%
2037	67	2.1220%	0.0087%	0.2747%	0.0028%	0.4674%	0.0042%
2038	68	2.3230%	0.0102%	0.2921%	0.0028%	0.5224%	0.0046%
2039	69	2.5380%	0.0097%	0.3112%	0.0028%	0.5629%	0.0049%

Outcome					
Natural Death	ALS	Suicide	Parkinson's	Alzheimer's Level 1.5	Adverse Diagnosis (Y/N)
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
	X				Y
					N
					N
					N
					Deceased

Nominal Compensation	Comments
\$2,504,487	Player diagnosed with ALS
	Player deceased

Hypothetical Player Case Profile #12

Disease Diagnosed	Alzheimer's
Age at Diagnosis	55
Years played	2
Year of Compensation	2025
Total Nominal Compensation	\$674,705

Life Cycle Modeling For Individual Former NFL Player

Year	Age	Natural Death	Incidence				
			ALS	Suicide	Parkinson's	Alzheimer's	Level 1.5
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0057%	0.0003%
2015	45	0.3680%	0.0118%	0.0475%	0.0028%	0.0057%	0.0003%
2016	46	0.3920%	0.0125%	0.0521%	0.0028%	0.0051%	0.0004%
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0058%	0.0004%
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0087%	0.0005%
2019	49	0.4570%	0.0136%	0.0687%	0.0028%	0.0125%	0.0005%
2020	50	0.4780%	0.0122%	0.0753%	0.0028%	0.0181%	0.0006%
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0258%	0.0007%
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0362%	0.0008%
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0500%	0.0009%
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0680%	0.0010%
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0840%	0.0011%
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0978%	0.0013%
2027	57	0.8280%	0.0123%	0.1495%	0.0028%	0.1079%	0.0015%
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.1137%	0.0017%
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.1143%	0.0020%

Outcome					
Natural Death	ALS	Suidtice	Parkinson's	Alzheimer's Level 1.5	Adverse Diagnosis Level 2/ Y/N
					N
					N
					N
					N
					N
					N
					N
					N
					N
					N
				X	Y
					N
					N
					N
X					N

Nominal Compensation	Comments
\$674,705	player diagnosed with Alzheimer's
	player deceased from natural cause

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Hypothetical Player Case Profile #13

Disease Diagnosed	Parkinson's
Age at Diagnosis	50
Years played	5+
Year of Compensation	2020
Total Nominal Compensation	\$2,444,288

Life Cycle Modeling For Individual Former NFL Player

Incidence									
Year	Age	Natural			Outcome			Adverse Diagnosis (Y/N)	Comments
		Death	ALS	Suicide	Parkinson's	Alzheimer's	Level 1.5		
2014	44	0.3350%	0.0115%	0.0433%				N	
2015	45	0.3630%	0.0118%	0.0475%				N	
2016	46	0.3920%	0.0129%	0.0521%				N	
2017	47	0.4180%	0.0120%	0.0571%				N	
2018	48	0.4380%	0.0129%	0.0626%				N	
2019	49	0.4570%	0.0130%	0.0687%				N	
2020	50	0.4780%	0.0122%	0.0753%		X		Y	Player diagnosed with Parkinson's
2021	51	0.5040%	0.0132%	0.0825%				N	
2022	52	0.5380%	0.0127%	0.0905%				N	
2023	53	0.5800%	0.0133%	0.0992%				N	
2024	54	0.6320%	0.0125%	0.1088%				N	
2025	55	0.6910%	0.0122%	0.1195%				N	
2026	56	0.7570%	0.0133%	0.1308%				N	
2027	57	0.8280%	0.0123%	0.1435%				N	
2028	58	0.9060%	0.0123%	0.1573%				N	
2029	59	0.9910%	0.0122%	0.1725%				N	
2030	60	1.0860%	0.0113%	0.1891%				N	
2031	61	1.1920%	0.0104%	0.1982%				N	
2032	62	1.3110%	0.0095%	0.2082%				N	
2033	63	1.4440%	0.0102%	0.2192%				N	
2034	64	1.5900%	0.0102%	0.2312%				N	
2035	65	1.7530%	0.0095%	0.2444%				N	
2036	66	1.9320%	0.0097%	0.2589%				N	
2037	67	2.1220%	0.0087%	0.2747%				N	
2038	68	2.3230%	0.0102%	0.2921%				Deceased	Player deceased from natural causes

Privileged and Confidential

Hypothetical Player Case Profile #14

Disease Diagnosed	Parkinson's
Age at Diagnosis	68
Years played	4
Year of Compensation	2038
Total Nominal Compensation	\$922,546

Life Cycle Modeling For Individual Former NFL Player

		Incidence					Outcome				Adverse Diagnosis (Y/N)	Nominal Compensation	Comments
Year	Age	Natural Death	ALS	Suicide	Parkinson's Alzheimer's	Level 1.5	Natural Death	ALS	Suicide	Parkinson's Alzheimer's	Level 1.5		
2014	44	0.3350%	0.0115%	0.0433%	0.0028%	0.0037%							
2015	45	0.3630%	0.0118%	0.0475%	0.0028%	0.0037%							
2016	46	0.3920%	0.0129%	0.0511%	0.0028%	0.0037%							
2017	47	0.4180%	0.0120%	0.0571%	0.0028%	0.0037%							
2018	48	0.4380%	0.0129%	0.0626%	0.0028%	0.0037%							
2019	49	0.4570%	0.0130%	0.0687%	0.0028%	0.0037%							
2020	50	0.4780%	0.0122%	0.0753%	0.0028%	0.0037%							
2021	51	0.5040%	0.0132%	0.0825%	0.0028%	0.0037%							
2022	52	0.5380%	0.0127%	0.0905%	0.0028%	0.0037%							
2023	53	0.5800%	0.0133%	0.0992%	0.0028%	0.0037%							
2024	54	0.6320%	0.0125%	0.1088%	0.0028%	0.0037%							
2025	55	0.6910%	0.0122%	0.1193%	0.0028%	0.0037%							
2026	56	0.7570%	0.0133%	0.1308%	0.0028%	0.0037%							
2027	57	0.8280%	0.0123%	0.1435%	0.0028%	0.0037%							
2028	58	0.9060%	0.0123%	0.1573%	0.0028%	0.0037%							
2029	59	0.9910%	0.0122%	0.1725%	0.0028%	0.0037%							
2030	60	1.0860%	0.0113%	0.1891%	0.0028%	0.0037%							
2031	61	1.1920%	0.0104%	0.1982%	0.0028%	0.0037%							
2032	62	1.3110%	0.0095%	0.2082%	0.0028%	0.0037%							
2033	63	1.4440%	0.0102%	0.2192%	0.0028%	0.0037%							
2034	64	1.5900%	0.0102%	0.2312%	0.0028%	0.0037%							
2035	65	1.7530%	0.0095%	0.2444%	0.0028%	0.0037%							
2036	66	1.9320%	0.0097%	0.2589%	0.0028%	0.0037%							
2037	67	2.1220%	0.0087%	0.2747%	0.0028%	0.0037%							
2038	68	2.3230%	0.0102%	0.2921%	0.0028%	0.0037%							
2039	69	2.5380%	0.0097%	0.3112%	0.0028%	0.0037%							
2040	70	2.7850%	0.0098%	0.3321%	0.0028%	0.0037%							
2041	71	3.0590%	0.0101%	0.3739%	0.0028%	0.0037%							
2042	72	3.3430%	0.0105%	0.4232%	0.0028%	0.0037%							
2043	73	3.6330%	0.0107%	0.4811%	0.0028%	0.0037%							

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Appendix E: List of Deceased Former NFL Players with CTE

List of Deceased Former NFL Players, Death with CTE (2000 - 2013)

<u>Player Case No.</u>	<u>Year of Death</u>	<u>Seasons</u>	<u>Age at Death</u>	<u>Co-morbidity</u>	<u>Filed Plaintiff</u>
1	2002	17	50		No
2	2004	9	36		No
3	2005	8	45		No
4	2006	12	44		Yes
5	2008	10	45		Yes
6	2008	16	66	ALS (cause of death)	Yes
7	2008	9	45		Yes
8	2009	10	82		No
9	2009	11	38		Yes
10	2009	5	26		No
11	2009	2	64		Yes
12	2009	1	75	AD	Yes
13	2009	1	49	ALS	Yes
14	2010		86		No
15	2010	10	78		Yes
16*	2010	3	36		No
17	2010	15	71		No
18	2010	7	98		No
19	2010	7	56		Yes
20	2010	1	47		No
21	2010	1	23		No
22*	2010	1	87		No
23	2011	5	73		No
24	2011	11	65		Yes
25	2011	6	69		Yes
26	2011	11	50		Yes
27	2011	8	67	ALS (2000)	Yes
28	2011	6	75		No
29	2011	13	81		No
30	2011	6	77		Yes
31	2011	2	56		Yes
32*	2011		74		No
33	2011	10	69	Dementia	Yes
34	2011	15	80	Dementia	Yes
35	2011	16	84	Dementia	No
36	2012	0.5	52	ALS (2002)	No
37*	2012				No
38	2012	8	62		Yes
39	2012	8	52		No
40	2012	2	56		Yes
41	2012	1	25		No
42	2012	21	43		Yes
43	2012	8	69	Dementia	Yes
44	2012	9	78		No
45	2012	8	61	Dementia	Yes
46	2013	1	30		No
47	2013	6	70		No
48	2013	9	75		Yes
49	2012	10	68		Yes
50	2008	7	52		No

*Player data could not be matched to player database and no secondary confirmation of NFL affiliation could be found and therefore was not included in the analysis.

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Appendix F: CV of Thomas Vasquez Ph.D.

Dr. Vasquez is a vice president at Analysis, Research, Planning Corporation (ARPC) in the New York office. Dr. Vasquez has over 35 years of experience in management consulting for private sector clients, the development of economic models for US and foreign governments to analyze and develop tax, expenditure and regulatory policy and providing expert testimony over a wide range of issues.

Dr. Vasquez has provided management consulting services for private sector companies in a wide array of industry sectors. The services include identifying methods to: (1) increase the stock price or value of the company; (2) leverage the firm's brand asset; (3) assist underperforming companies and (4) provide general valuation services.

Dr. Vasquez has assisted US and foreign governments in the development of tax, expenditure and regulatory policy. The services include the development of large scale micro-economic models to allow policymakers to determine individual and company behavioral reactions to tax and regulatory policy.

Dr. Vasquez has provided expert testimony, depositions and analytical litigation support on a broad spectrum of issues involving statistical techniques, computer simulation, economic behavior and economic models, including, among others:

- Using statistical models to forecast a company's future liability from lawsuits related to its former production of asbestos including the following representative assignments – National Gypsum Corporation, the Fibreboard Corporation, Owens Corning, Congoleum, Western MacArthur, Burns and Roe, Inc. and Specialty Products Holding Corp.,
- Using statistical models to forecast a company's future liability from lawsuits related to its former sales of insurance products.
- The statistical analysis of the determinants of supply and demand in certain industry segments for use in business valuations before the Bankruptcy Court.
- The impact of regulation and tax policy on prices, sales and production.
- Analyzing the allocation of liability from a state's superfund tax.
- The statistical analysis of reasonable officer compensation levels in closely held companies.

Prior to joining ARPC, Dr. Vasquez was president and CEO of Yankelovich Partners, Inc., a leading market research firm. While at Yankelovich Partners, Dr. Vasquez had responsibility for engagements designed to determine the best approach to maximize the value of the client's firm. These engagements involved understanding the source of the value components of the firm – value of the firm's brand, product/service lines responsible for increasing (decreasing) stock price, the role of joint products and other key components of the firm's value.

From 1993 to 1997, Dr. Vasquez was the National Partner in Charge of Corporate Transactions Services for KPMG Peat Marwick. In this role he practiced in and led four of KPMG's national practices. One practice area was in the area of litigation support. This area involved almost exclusively the use of highly trained professionals in providing expert testimony in a wide range

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of litigation issues. The second practice area involved providing consulting services in the bankruptcy and troubled company area. This area involved analyzing the condition and prospects of a company in financial distress, generally involving recommendations for expense control, revenue growth, elimination/sale of product and distribution lines and the elimination/selling of production sites. The third area is investment banking. This area focused on three major components: (1) buying and/or selling of companies for middle market clients; (2) advise to non-public clients preparing an Initial Public Offering, and (3) advise to clients on methods to increase share price and/or cash flow in anticipation of sale. The fourth area was business valuation. This area focused on the valuation of businesses in a wide range of settings including bankruptcy, fairness opinions, mergers and acquisitions, estate planning and other venues requiring valuation services.

Dr. Vasquez served on the Firm's Board of Directors from 1993 to 1997 and served as the Chairman of the Board's Strategic Planning Committee.

Prior to selling his firm to KPMG, Dr. Vasquez was the founder and President of the Policy Economics Group. Dr. Vasquez was responsible for all data base development and tax simulation modeling for federal and state government clients in the United States as well as foreign governments including among others Egypt, Pakistan, Hungary, the former Soviet Union, Trinidad-Tobago, Virgin Islands, Guam, El Salvador and Guatemala. Dr. Vasquez also developed similar models using specialized industry data bases to determine tax impacts and behavioral responses for commercial firms, industry associations and law firms. These models were also used to formulate the client's strategic direction, market initiatives and value maximization strategies.

Prior to establishing the Policy Economics Group, Dr. Vasquez was the Deputy Director for the U.S. Department of the Treasury Office of Tax Analysis. While there, he guided U.S. tax policy analysis and designed large micro-simulation models and data bases for the U.S. Treasury Department and the Joint Tax Committee of the U.S. Congress. He appeared before Congress to provide testimony on such issues as capital gains taxation. He also designed numerous specialized models and data bases for analyzing policy issues at the company, industry, and individual levels.

Professional Experience:

President and CEO, Yankelovich Partners Inc., 1997 to 1999
 National Partner in Charge, Corporate Transactions Services, KPMG Peat Marwick, 1993 to 1997.
 Managing Partner, Policy Economics Group, KPMG Peat Marwick, 1987 to 1993.
 Founder and President, Policy Economics Group, 1983 to 1987.
 Deputy Director, Office of Tax Analysis, U.S. Department of the Treasury, 1979 to 1983.
 Assistant Director, 1978 to 1979; Fiscal Economist, 1972 to 1976.
 Chief Economist, New York State Economic Development Board, 1977 to 1978.
 Staff Economist, Congressional Joint Committee on Taxation, 1976.
 Staff Economist, American Enterprise Institute for Public Policy Research, 1972.

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Education:

Ph.D., Economics, Clark University, 1973.
M.A., Economics, Clark University, 1972.
B.S., Mathematics, State University of New York - Potsdam, 1970.

Legal Experience and Testimony:

National Gypsum Company Bankruptcy Proceedings, 1991
Deposition
Testimony
Gerald Ahern, et. al. vs. Fiberboard Corporation, et. al., 1994
Deposition
Testimony
Ezell Thomas, et. al. vs. R.J. Reynolds Tobacco Company, et. al., 1999
Deposition
Fiberboard Corporation and Owens Corning vs. R.J.Reynolds Tobacco Company, et. al., 1999
Deposition
Western Mac Arthur Company and Mac Arthur Company vs. General Accident Insurance Co. of America; United States Fidelity & Guaranty Co.; Argonaut Insurance Company, 1999
Affidavit
CSX Transportation, Inc. and American Home Ins. Co., 2000
Deposition
ADR Proceeding Celotex vs. Travelers Casualty and Surety Co. and London Market Insurers, 2000
Deposition, 2004
Testimony, 2004
Owens Corning Bankruptcy Proceedings, 2001
Deposition, 2004
Trial Testimony, 2005
Michael Albanese vs. Compaq Computer Corporation, 2002
Affidavit
ADR Proceeding ACandS, Inc. vs. Travelers Casualty and Surety Co., 2003
ASARCO vs
Deposition, 2003
Western Mac Arthur Company and Mac Arthur Company Bankruptcy Proceedings, 2003
Oglebay Norton Bankruptcy Proceedings, 2004
Deposition, 2004
Trial Testimony, 2004
Halliburton Bankruptcy Proceedings, 2004
Congoleum vs Ace Ins. Et al, 2005
Deposition, 2005
Trial Testimony, 2006
Gene B. Griego, et al., Plaintiffs, vs. Bechtel National, Inc. et al., Defendants
Deposition, 2005
Sandra Sue Fullen, et al, Plaintiffs v. Philips Electronics North America Corporation, a Delaware corporation, et al., Defendants
Deposition, 2005

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St. Paul Fire and Marine Insurance Company, Plaintiff, vs. A.P.I., Inc., Defendant and Counter-Claimant

Deposition, 2005

Dana Corporation Bankruptcy Proceedings, Case No. 06-10354(BLR), 2007

Deposition, 2007

Trial Testimony, 2007

API, INC. Asbestos Settlement Trust v. Atlantic Mutual Insurance Company; Civil No. 09-0665 (JRT/JJG); United States District Court, D. Minnesota; July 9, 2010.

Deposition, 2010

Applebee's International, Inc., DineEquity, Inc. and Weight Watchers International, Inc. Sheree Shepard and Anthony Watts, On Behalf of Themselves and All Others Similarly Situated vs. DineEquity, Inc. et al.; United States District Court; District of Kansas; No. 08-cv-2416.

Deposition, 2010

API, Inc. Asbestos Settlement trust, et al. v. Zurich American Insurance Company, et al. Court File No. 09-CV-975 (JRT/JJG)

Deposition, March 29, 2011

Tronox Incorporated, Tronox Worldwide, LLC f/k/a; Kerr-McGee Chemical Worldwide LLC, and Tronox, LLC, f/k/a Kerr-McGee Chemical LLC vs. Anadarko Petroleum Corporation and Kerr-McGee Corporation

Deposition 2012

Specialty Products Holding Corp., et al Bankruptcy proceedings, Case No. 10-11780(JFK), 2012

Deposition, 2012

Trial Testimony, 2013

**SUPPLEMENTAL SCHEDULES
PROVIDED AT THE REQUEST OF
THE SPECIAL MASTER**

Counts and Compensation, by Years Played and by Disease - NOT BY MOST SERIOUS DISEASE - Dollars in Thousands

Years Played	Alz		Death with CTE		Parkinsons		Alzheimers		Level 2.0		Level 1.5		Total	
	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation
More than 0 and less than 1 years played	7.0	\$4,585.0	6.0	\$2,632.5	2.7	\$225.7	536.0	\$42,122.3	603.5	\$9,817.4	581.0	\$17,196.7	1,736.2	\$76,579.5
More than 1 and less than 2 years played	1.8	\$3,464.9	3.0	\$1,300.7	1.3	\$334.6	191.4	\$32,381.0	224.3	\$9,976.1	216.0	\$16,475.6	637.8	\$63,932.8
More than 2 and less than 3 years played	1.8	\$5,173.2	1.0	\$0.0	0.8	\$0.0	169.6	\$49,193.0	183.0	\$12,593.6	176.2	\$20,830.8	532.5	\$87,790.5
More than 3 and less than 4 years played	1.8	\$5,880.3	1.0	\$63.2	0.9	\$41.5	149.5	\$44,448.5	178.2	\$20,452.7	171.5	\$32,379.4	502.9	\$103,265.6
More than 4 and less than 5 years played	0.5	\$1,040.6	2.0	\$4,096.4	2.2	\$230.0	124.1	\$49,648.3	172.7	\$21,000.8	166.2	\$32,811.1	467.7	\$108,827.1
More than 5 and less than 6 years played	3.2	\$16,227.3	4.0	\$2,382.6	2.1	\$188.7	118.0	\$40,776.0	136.3	\$13,482.2	131.2	\$23,443.7	394.8	\$96,500.4
More than 6 and less than 7 years played	0.0	\$0.0	3.0	\$3,832.6	1.7	\$286.0	75.9	\$24,560.7	101.1	\$13,981.0	97.4	\$22,309.5	279.1	\$64,969.9
More than 7 and less than 8 years played	1.8	\$8,160.5	5.0	\$3,901.8	0.8	\$41.5	89.2	\$42,834.1	111.3	\$18,399.8	107.2	\$25,073.7	315.4	\$98,411.3
More than 8 and less than 9 years played	1.4	\$7,769.5	4.0	\$7,849.7	0.0	\$0.0	74.1	\$23,688.3	91.9	\$9,836.3	88.5	\$16,652.6	259.9	\$65,796.5
More than 9 and less than 10 years played	0.5	\$885.0	6.0	\$11,332.6	0.9	\$1,081.2	67.9	\$19,284.5	71.9	\$6,824.2	69.3	\$12,674.1	216.4	\$52,081.7
More than 10 years played	1.8	\$5,562.7	11.0	\$14,879.5	1.3	\$747.7	165.4	\$47,613.5	192.4	\$16,882.2	185.2	\$29,559.2	557.1	\$115,244.8
	21.7	\$58,748.9	46.0	\$52,271.6	14.9	\$3,176.9	1,761.0	\$416,550.3	2,066.7	\$153,246.2	1,989.5	\$249,406.2	5,899.7	\$933,400.0

Counts and Compensation, by Year Paid and by Disease - NOT BY MOST SERIOUS DISEASE - Dollars in Thousands

Paid Year	Alz		Death with CTE		Parkinsons		Alzheimers		Level 2.0		Level 1.5		Total	
	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation
2015	6.5	\$19,538.5	32.2	\$36,590.1	3.1	\$1,041.2	100.8	\$34,862.4	147.5	\$31,409.2	196.4	\$50,403.4	486.5	\$173,844.8
2016	3.0	\$9,258.0	13.8	\$15,681.5	1.3	\$446.2	57.3	\$20,682.6	77.6	\$14,655.6	101.0	\$23,548.4	254.0	\$84,272.2
2017	0.3	\$977.4	0.0	\$0.0	0.3	\$12.5	22.3	\$9,262.8	25.2	\$2,192.2	27.2	\$3,436.4	75.2	\$15,881.3
2018	0.1	\$160.9	0.0	\$0.0	0.6	\$70.3	21.8	\$9,954.9	28.9	\$2,334.1	23.9	\$2,871.7	75.4	\$15,391.8
2019	0.2	\$214.5	0.0	\$0.0	0.6	\$84.0	25.0	\$10,225.6	29.6	\$2,247.3	25.1	\$2,832.5	80.6	\$15,603.9
2020	0.1	\$160.9	0.0	\$0.0	0.3	\$53.7	27.9	\$9,541.8	28.2	\$2,108.5	30.3	\$3,536.8	86.8	\$15,401.7
2021	0.0	\$0.0	0.0	\$0.0	0.1	\$30.0	25.4	\$7,856.5	24.9	\$1,727.8	33.2	\$4,391.9	83.6	\$14,006.2
2022	0.3	\$864.8	0.0	\$0.0	0.0	\$127.5	24.7	\$8,863.4	26.1	\$1,705.3	31.5	\$3,927.6	82.8	\$15,488.5
2023	0.4	\$1,153.0	0.0	\$0.0	0.3	\$146.7	24.8	\$10,472.9	31.4	\$2,144.2	29.7	\$3,328.4	86.5	\$17,245.2
2024	0.4	\$1,564.5	0.0	\$0.0	0.1	\$87.5	28.6	\$10,942.4	34.5	\$2,650.7	30.0	\$3,267.5	93.6	\$18,512.7
2025	0.3	\$1,888.9	0.0	\$0.0	0.0	\$0.0	29.2	\$11,296.8	32.7	\$2,341.6	34.0	\$4,088.2	96.2	\$19,615.5
2026	0.3	\$1,974.3	0.0	\$0.0	0.1	\$11.9	30.0	\$11,300.2	30.8	\$1,914.1	37.4	\$4,319.4	98.7	\$19,520.0
2027	0.1	\$955.9	0.0	\$0.0	0.4	\$31.1	28.8	\$12,050.8	31.2	\$1,820.6	40.8	\$4,266.0	101.4	\$19,124.4
2028	0.1	\$831.8	0.0	\$0.0	0.5	\$32.2	27.3	\$10,137.8	35.3	\$2,257.7	38.7	\$4,446.3	102.0	\$17,705.9
2029	0.2	\$1,109.1	0.0	\$0.0	0.3	\$15.2	24.7	\$8,748.6	38.9	\$2,383.0	35.7	\$5,233.8	99.7	\$17,489.6
2030	0.4	\$1,774.3	0.0	\$0.0	0.0	\$0.0	24.1	\$7,907.5	42.4	\$2,378.2	36.9	\$5,508.6	103.8	\$17,568.7
2031	0.5	\$1,568.8	0.0	\$0.0	0.0	\$0.0	25.5	\$7,921.6	40.2	\$2,539.1	38.9	\$4,854.2	105.1	\$16,883.8
2032	0.6	\$1,538.8	0.0	\$0.0	0.0	\$0.0	28.5	\$7,237.8	37.1	\$3,037.5	40.1	\$4,735.4	106.2	\$16,549.4
2033	0.7	\$1,087.4	0.0	\$0.0	0.0	\$0.0	31.0	\$6,829.8	38.3	\$3,173.6	40.8	\$5,218.7	110.9	\$16,309.4
2034	0.7	\$893.6	0.0	\$0.0	0.1	\$148.4	32.5	\$7,872.2	40.4	\$2,678.4	38.7	\$5,277.6	112.4	\$16,870.2
2035	0.5	\$644.7	0.0	\$0.0	0.3	\$220.0	31.6	\$9,571.6	41.6	\$2,663.5	36.3	\$4,767.3	110.4	\$17,867.1
2036	0.2	\$146.0	0.0	\$0.0	0.3	\$177.9	32.6	\$11,233.4	42.4	\$2,957.3	36.1	\$4,960.4	111.6	\$19,475.0
2037	0.1	\$109.5	0.0	\$0.0	0.3	\$29.9	35.1	\$11,134.6	40.2	\$2,999.0	40.0	\$5,185.6	115.7	\$19,458.6
2038	0.0	\$0.0	0.0	\$0.0	0.4	\$41.3	39.1	\$10,833.2	37.7	\$2,680.7	40.9	\$5,287.3	118.1	\$18,842.5
2039	0.0	\$0.0	0.0	\$0.0	0.7	\$48.9	38.0	\$9,650.3	37.5	\$2,874.6	40.5	\$4,848.8	116.7	\$17,422.6
2040	0.1	\$823.4	0.0	\$0.0	0.6	\$30.9	38.3	\$9,723.0	41.6	\$2,949.5	39.3	\$4,946.8	119.9	\$18,473.5
2041	0.2	\$1,097.9	0.0	\$0.0	0.4	\$10.6	35.0	\$9,273.0	42.4	\$2,882.5	40.1	\$5,095.4	118.0	\$18,359.2
2042	0.1	\$823.4	0.0	\$0.0	0.3	\$22.9	34.6	\$9,269.0	42.1	\$2,604.2	39.1	\$4,643.0	116.2	\$17,362.4
2043	0.1	\$16.4	0.0	\$0.0	0.3	\$22.3	32.8	\$8,828.8	40.8	\$2,731.8	39.3	\$4,319.6	113.4	\$15,918.9
2044	0.2	\$21.8	0.0	\$0.0	0.1	\$8.8	34.2	\$8,542.0	41.6	\$2,963.2	37.5	\$4,245.0	113.6	\$15,780.8
2045	0.1	\$16.4	0.0	\$0.0	0.0	\$0.0	34.6	\$7,578.6	40.6	\$2,712.7	38.6	\$4,930.8	114.0	\$15,238.5
2046	0.3	\$1,205.4	0.0	\$0.0	0.0	\$0.0	37.0	\$7,723.8	40.9	\$2,484.1	37.2	\$4,876.8	115.4	\$16,290.1
2047	0.4	\$1,607.3	0.0	\$0.0	0.0	\$0.0	37.0	\$7,656.6	38.9	\$2,323.4	37.9	\$4,359.9	114.2	\$15,947.1
2048	0.4	\$1,280.8	0.0	\$0.0	0.3	\$37.6	35.9	\$7,088.1	40.1	\$2,672.2	35.4	\$3,693.9	112.1	\$14,772.6
2049	0.2	\$100.5	0.0	\$0.0	0.3	\$50.1	35.9	\$5,996.3	38.7	\$2,512.0	36.1	\$3,546.9	111.1	\$12,205.9
2050	0.1	\$75.4	0.0	\$0.0	0.3	\$37.6	36.2	\$5,867.2	39.3	\$2,173.0	36.8	\$3,524.2	112.7	\$11,677.3
2051	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	34.2	\$5,401.0	36.7	\$1,839.4	38.9	\$3,524.0	109.9	\$10,764.4
2052	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	34.7	\$5,290.3	37.5	\$1,855.0	36.8	\$3,132.4	109.0	\$10,277.7
2053	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	37.0	\$5,465.9	38.2	\$1,841.3	32.9	\$2,738.2	108.1	\$10,045.4
2054	0.0	\$0.0	0.0	\$0.0	0.1	\$17.6	35.0	\$4,941.8	40.4	\$1,777.9	31.0	\$2,244.4	106.6	\$8,981.8
2055	0.3	\$359.0	0.0	\$0.0	0.2	\$23.5	31.5	\$4,140.8	38.2	\$1,516.8	29.6	\$1,971.2	99.7	\$8,011.3
2056	0.5	\$521.1	0.0	\$0.0	0.1	\$17.6	29.5	\$3,436.5	34.2	\$1,328.4	30.1	\$1,775.8	94.5	\$7,079.5

Counts and Compensation, by Year Paid and by Disease - NOT BY MOST SERIOUS DISEASE - Dollars in Thousands

Paid Year	Alz		Death with CTE		Parkinsons		Alzheimers		Level 2.0		Level 1.5		Total	
	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation
2057	0.5	\$415.5	0.0	\$0.0	0.1	\$4.2	29.2	\$3,372.8	32.2	\$1,159.5	26.6	\$1,499.3	88.7	\$6,451.3
2058	0.4	\$505.4	0.0	\$0.0	0.2	\$5.6	25.6	\$2,943.3	30.7	\$1,086.5	25.2	\$1,393.2	82.1	\$5,934.2
2059	0.4	\$617.4	0.0	\$0.0	0.1	\$4.2	23.2	\$2,473.5	31.3	\$1,062.3	24.9	\$1,284.7	79.9	\$5,442.1
2060	0.3	\$463.1	0.0	\$0.0	0.1	\$3.1	22.8	\$2,063.6	27.7	\$913.6	25.2	\$1,181.8	76.1	\$4,625.1
2061	0.0	\$0.0	0.0	\$0.0	0.2	\$4.1	25.9	\$2,114.9	26.2	\$857.8	22.9	\$988.8	75.2	\$3,965.6
2062	0.0	\$0.0	0.0	\$0.0	0.1	\$3.1	26.1	\$1,804.5	25.8	\$786.3	19.2	\$803.7	71.2	\$3,397.6
2063	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	23.0	\$1,363.4	26.2	\$775.3	17.9	\$695.1	67.1	\$2,833.9
2064	0.1	\$86.9	0.0	\$0.0	0.0	\$0.0	19.2	\$1,042.4	23.8	\$721.5	15.4	\$575.3	58.5	\$2,426.1
2065	0.2	\$115.9	0.0	\$0.0	0.1	\$5.1	18.3	\$949.8	19.9	\$639.5	15.0	\$552.7	53.5	\$2,262.9
2066	0.1	\$86.9	0.0	\$0.0	0.2	\$6.8	19.5	\$1,011.5	18.6	\$597.1	13.1	\$467.9	51.5	\$2,170.1
2067	0.0	\$0.0	0.0	\$0.0	0.1	\$5.1	17.9	\$909.1	15.9	\$535.5	12.3	\$394.3	46.3	\$1,844.0
2068	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	16.2	\$764.6	15.6	\$559.9	10.7	\$324.6	42.5	\$1,649.2
2069	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	11.9	\$465.1	13.6	\$488.8	9.1	\$272.1	34.6	\$1,225.9
2070	0.1	\$28.0	0.0	\$0.0	0.0	\$0.0	9.9	\$312.1	12.8	\$410.7	6.8	\$210.1	29.6	\$960.8
2071	0.2	\$37.3	0.0	\$0.0	0.0	\$0.0	9.1	\$379.2	11.1	\$344.4	5.2	\$150.5	25.6	\$911.3
2072	0.1	\$28.0	0.0	\$0.0	0.0	\$0.0	9.5	\$413.4	9.4	\$297.5	4.9	\$118.6	23.9	\$857.5
2073	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	9.1	\$377.9	7.0	\$232.8	4.3	\$112.3	20.4	\$723.0
2074	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	7.8	\$240.6	5.4	\$169.5	3.1	\$92.9	16.2	\$503.0
2075	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	6.3	\$169.8	5.0	\$134.0	2.0	\$67.9	13.4	\$371.8
2076	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	4.2	\$109.2	4.5	\$126.9	1.2	\$21.1	9.9	\$257.1
2077	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	4.0	\$190.8	3.2	\$104.9	1.0	\$15.7	8.2	\$311.4
2078	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	3.4	\$202.1	2.1	\$76.8	0.7	\$8.5	6.1	\$287.4
2079	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	2.5	\$133.2	1.2	\$23.8	0.7	\$7.8	4.4	\$164.8
2080	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	1.5	\$39.3	1.0	\$17.7	0.9	\$20.7	3.4	\$77.7
2081	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	1.5	\$37.2	0.7	\$9.6	0.7	\$21.8	2.8	\$68.6
2082	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	0.9	\$12.7	0.7	\$8.8	0.3	\$14.3	1.8	\$35.8
2083	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	0.9	\$16.1	0.9	\$23.4	0.0	\$0.0	1.8	\$39.5
2084	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	0.9	\$13.8	0.7	\$24.6	0.0	\$0.0	1.6	\$38.4
2085	0.0	\$0.0	0.0	\$0.0	0.0	\$0.0	0.6	\$10.3	0.3	\$16.1	0.0	\$0.0	1.0	\$26.4
Total	21.7	\$58,748.9	46.0	\$52,271.6	14.9	\$3,176.9	1760.9	\$416,550.3	2066.7	\$153,246.2	1989.5	\$249,406.2	5899.6	\$933,400.0

**Counts and Compensation, by Age and by Disease - NOT BY MOST SERIOUS DISEASE
2013 and earlier diagnosis years**

Age	Alz		Death with CTE		Parkinsons		Alzheimers		Level 2.0		Level 1.5		Total	
	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation
45 and Under	3.7	13,235.2	9.0	25,403.7	0.0	0.0	3.4	5,160.0	21.8	27,272.3	26.5	34,180.4	64.5	\$105,251.6
46	0.0	0.0	2.0	6,848.7	0.0	0.0	1.5	267.9	3.1	2,024.7	2.0	1,944.3	8.6	\$11,085.6
47	0.0	0.0	1.0	632.2	0.0	0.0	1.0	2,282.3	0.0	0.0	0.0	0.0	2.0	\$2,914.5
48	1.8	7,058.8	0.0	0.0	0.0	0.0	2.2	3,215.1	2.1	810.6	1.0	888.1	7.1	\$11,972.4
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.6	741.5	2.5	1,634.8	5.1	\$2,376.3
50	0.0	0.0	2.0	2,627.5	0.0	0.0	1.2	2,238.6	0.0	0.0	3.0	1,314.3	6.2	\$6,180.5
51	0.0	0.0	1.0	2,449.7	0.0	0.0	0.7	1,208.6	1.0	467.2	2.7	1,446.9	5.4	\$5,572.5
52	0.0	0.0	3.0	4,543.9	0.0	0.0	0.0	0.0	2.1	713.0	2.0	1,029.3	7.1	\$6,286.2
53	0.0	0.0	0.0	0.0	0.0	0.0	1.5	1,648.2	2.1	416.4	4.0	1,943.9	7.5	\$4,008.6
54	0.0	0.0	0.0	0.0	0.0	0.0	3.1	2,930.9	2.3	891.0	2.2	732.7	7.6	\$4,554.5
55	0.0	0.0	0.0	0.0	0.0	0.0	1.5	923.8	1.0	457.1	2.5	1,059.6	5.1	\$2,440.5
56	0.0	0.0	1.0	1,560.7	0.0	1,081.2	0.5	246.1	3.1	1,036.0	2.0	1,009.2	7.5	\$4,933.2
57	0.9	3,128.3	1.0	537.2	0.0	0.0	0.5	114.1	1.8	495.7	6.5	2,420.7	10.6	\$6,712.0
58	0.0	0.0	1.0	537.4	0.0	0.0	1.5	1,101.5	2.1	641.7	1.7	362.5	6.3	\$2,643.0
59	0.0	0.0	0.0	0.0	0.0	0.0	0.8	424.7	2.1	613.5	3.5	890.3	6.4	\$1,928.5
60	0.0	0.0	0.0	0.0	0.0	0.0	1.4	1,246.9	5.2	1,027.9	3.6	815.5	10.2	\$3,090.3
61	0.0	0.0	1.0	1,224.9	0.0	0.0	0.0	0.0	0.7	48.3	3.4	755.7	5.1	\$2,028.8
62	0.0	0.0	0.0	0.0	0.0	0.0	2.3	1,508.3	2.6	272.7	7.4	1,744.2	12.3	\$3,525.3
63	0.0	0.0	1.0	55.3	0.0	0.0	1.5	1,052.6	3.2	307.5	5.4	926.4	11.1	\$2,341.8
64	0.0	0.0	1.0	210.2	0.0	0.0	1.0	811.7	3.5	402.4	6.2	1,208.5	11.7	\$2,632.8
65	0.0	0.0	0.0	0.0	0.0	0.0	0.7	343.3	4.6	649.3	6.2	998.1	11.4	\$1,990.6
66	0.9	2,606.9	2.0	1,011.5	0.0	0.0	4.2	2,341.7	3.5	368.7	10.1	1,684.8	20.7	\$8,013.6
67	0.0	0.0	0.0	0.0	0.0	0.0	3.7	1,562.7	3.8	388.2	5.7	642.3	13.2	\$2,593.2
68	0.0	0.0	2.0	893.0	0.0	0.0	3.2	1,714.1	4.4	346.4	4.8	750.7	14.4	\$3,704.2
69	0.0	0.0	1.0	300.3	0.0	0.0	1.5	436.6	7.8	606.1	11.7	1,500.3	22.0	\$2,843.3
70	0.0	0.0	3.0	1,655.5	0.0	0.0	2.2	302.3	2.3	116.2	7.8	678.9	15.3	\$2,753.0
71	0.4	190.5	1.0	667.7	0.0	0.0	1.7	654.0	3.4	209.1	7.8	719.0	14.4	\$2,440.5
72	0.0	0.0	0.0	0.0	0.0	0.0	4.0	942.7	6.0	292.9	9.9	853.0	19.9	\$2,088.6
73	0.0	0.0	0.0	0.0	0.0	0.0	3.4	602.5	7.6	198.4	4.1	178.3	15.1	\$979.2
74	0.9	235.0	1.0	145.2	0.0	0.0	2.5	550.1	5.6	149.6	11.1	591.6	21.1	\$1,671.5
75	0.0	0.0	1.0	40.3	0.9	210.9	2.4	237.4	6.7	144.0	9.2	327.0	20.2	\$959.6
76	0.0	0.0	2.0	333.9	0.9	160.7	4.5	459.4	2.7	15.9	4.8	139.6	14.8	\$1,109.5
77	0.0	0.0	1.0	63.2	0.0	0.0	0.9	49.0	6.4	4.0	9.3	264.4	17.6	\$380.6
78	0.0	0.0	3.0	365.5	0.0	0.0	3.1	108.7	4.9	7.6	4.5	92.5	15.5	\$574.3
79	0.0	0.0	0.0	0.0	0.0	0.0	3.6	112.6	1.9	7.5	7.0	102.3	12.5	\$222.5
80 and Over	0.0	0.0	5.0	148.2	1.3	19.0	37.7	591.4	43.0	513.5	40.1	600.2	127.1	\$1,872.3
Total	8.6	26,454.8	46.0	\$52,271.6	4.0	1,471.8	106.5	37,389.9	176.0	42,656.9	241.5	66,430.5	582.6	\$226,675.4

Diagnosis Year

45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.5	354.3	0.0	0.0	1.0	1,466.8	1.5	\$1,821.1
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0

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JA2413

JA2414

65	0.0	0.0	0.0	0.0	0.0	0.0	1.0	767.3	0.5	102.6	0.5	125.6	2.0	\$995.5
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	245.5	1.5	\$245.5
67	0.0	0.0	0.0	0.0	0.0	0.0	1.0	399.6	1.5	136.6	0.0	0.0	2.5	\$536.1
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	71.1	1.0	179.5	1.5	\$250.6
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
70	0.0	0.0	0.0	0.0	0.0	0.0	0.5	153.4	0.0	0.0	0.0	220.2	2.0	\$373.5
71	0.0	0.0	0.0	0.0	0.0	0.0	1.5	528.7	0.5	44.5	2.4	319.8	4.4	\$893.0
72	0.0	0.0	0.0	0.0	0.0	0.0	0.5	81.6	0.0	0.0	0.0	292.5	3.5	\$374.1
73	0.0	0.0	0.0	0.0	0.0	0.0	0.5	35.4	1.0	33.2	0.5	10.0	2.0	\$78.7
74	0.0	0.0	0.0	0.0	0.0	0.0	0.5	150.4	1.0	33.1	0.0	0.0	1.5	\$183.5
75	0.0	0.0	0.0	0.0	0.0	0.0	0.5	98.8	1.5	52.7	0.5	7.2	2.5	\$158.7
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	8.5	1.5	83.9	2.0	\$92.4
77	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	0.6	0.0	0.0	0.5	\$0.6
78	0.0	0.0	0.0	0.0	0.0	0.0	0.5	11.1	2.0	15.9	0.0	0.0	2.5	\$27.0
79	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	2.2	1.0	13.1	2.0	\$15.3
80 and Over	0.0	0.0	0.0	0.0	0.0	0.0	5.5	175.6	9.8	140.3	4.0	88.8	19.2	\$404.6
Total	0.0	0.0	0.0	0.0	0.0	0.0	17.9	7,988.0	25.0	2,436.3	23.0	3,597.0	65.9	\$14,021.3

Diagnosis Year

45 and Under	0.4	535.1	0.0	0.0	0.0	1.0	1,742.0	0.0	0.0	0.0	0.0	1.5	\$2,277.0
46	0.0	0.0	0.0	0.0	0.0	0.5	1,479.0	0.0	0.0	0.0	0.0	0.5	\$1,479.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	196.1	\$196.1
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	90.3	0.5	\$90.3
50	0.0	0.0	0.0	0.0	0.0	0.5	1,029.8	0.0	0.0	0.0	0.0	0.5	\$1,029.8
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	1.0	1,571.6	0.0	0.0	0.5	32.0	1.5	\$1,603.6
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	499.3	0.0	0.0	1.0	\$499.3
55	0.0	0.0	0.0	0.0	1.0	1.0	1,384.3	0.5	27.2	0.0	0.0	1.5	\$1,411.4
56	0.0	0.0	0.0	0.0	2.0	2.0	2,649.1	1.0	488.1	0.0	0.0	3.0	\$3,137.2
57	0.0	0.0	0.0	0.0	0.5	0.5	126.0	0.5	145.2	0.0	0.0	1.0	\$271.2
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
59	0.0	0.0	0.0	0.0	0.5	0.5	586.1	1.6	278.3	0.0	0.0	2.1	\$864.4
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	15.7	0.0	0.0	0.0	\$15.7
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	54.1	1.0	145.7	1.5	\$199.9
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	22.7	1.0	96.9	1.5	\$119.6
63	0.0	0.0	0.0	0.0	1.5	1.5	1,259.0	0.0	0.0	1.0	180.5	2.5	\$1,439.5
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	167.1	1.0	\$167.1
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	25.6	0.5	\$25.6
66	0.0	0.0	0.0	0.0	1.5	1.5	804.2	1.0	176.4	0.0	0.0	2.5	\$980.6
67	0.0	0.0	0.0	0.0	0.5	0.5	339.6	1.0	61.5	0.5	84.7	2.0	\$485.9
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	145.0	1.0	77.1	2.0	\$222.1
69	0.0	0.0	0.0	0.0	0.5	0.5	287.0	0.0	0.0	0.5	86.9	1.0	\$373.9
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	103.8	1.5	\$103.8

JA2416

	0.0	0.0	0.0	0.0	0.0	0.5	1.5	7.3	0.5	22.7	2.5	\$73.6
77	0.0	0.0	0.0	0.0	0.0	2.0	167.4	0.0	1.5	34.2	3.4	\$201.6
78	0.0	0.0	0.0	0.0	0.0	0.0	0.0	17.8	2.4	81.8	2.4	\$99.7
79	0.0	0.0	0.0	0.0	0.0	14.0	528.4	8.7	7.4	181.3	30.0	\$831.8
80 and Over	0.0	0.0	0.0	\$0.0	0.0	27.0	6,182.2	25.5	27.8	3,480.1	80.2	\$11,424.0
Total	0.0	0.0	0.0	0.0	0.0							

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55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,260.2
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$218.4
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$591.8
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,419.0
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$124.6
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$482.1
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$429.0
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$678.8
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$441.7
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$257.1
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,854.8
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$427.0
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$260.7
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$28.3
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,005.5
71	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$516.7
72	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$417.1
73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$388.8
74	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$79.9
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$208.2
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$312.6
77	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$402.7
78	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$115.9
79	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$103.7
80 and Over	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$632.6
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$20,871.2

Diagnosis Year

45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,036.4
46	0.4	2,327.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$2,327.2
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,418.9
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$561.1
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$186.3
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$876.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$306.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$125.5
																			\$54.5

58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
59	0.0	0.0	0.0	0.0	0.5	66.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$544.0
60	0.0	0.0	0.0	0.0	0.5	63.5	0.0	0.0	0.0	0.5	35.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$99.0
61	0.0	0.0	0.0	0.0	1.0	244.3	0.0	0.0	0.0	1.0	173.7	1.5	0.0	0.0	0.0	0.0	0.0	0.0	\$889.8
62	0.0	0.0	0.0	0.0	1.0	169.3	0.0	0.0	0.0	0.5	76.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$245.9
63	0.0	0.0	0.0	0.0	1.5	1,145.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,213.0
64	0.0	0.0	0.0	0.0	1.0	555.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$555.1
65	0.0	0.0	0.0	0.0	1.5	649.5	0.0	0.0	0.0	1.0	224.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,104.4
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	219.6	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$404.0
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.5	383.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$514.1
68	0.0	0.0	0.0	0.0	0.5	352.9	0.0	0.0	0.0	0.5	65.3	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$754.6
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	72.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$72.1
70	0.0	0.0	0.0	0.0	0.5	58.7	0.0	0.0	0.0	0.5	62.5	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$391.6
71	0.0	0.0	0.0	0.0	1.0	359.9	0.0	0.0	0.0	1.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0	\$375.2
72	0.0	0.0	0.0	0.0	1.0	187.5	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	\$470.8
73	0.0	0.0	0.0	0.0	2.0	244.3	0.0	0.0	0.0	0.5	13.4	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$361.6
74	0.0	0.0	0.0	0.0	1.5	362.7	0.0	0.0	0.0	0.0	0.0	1.5	0.0	0.0	0.0	0.0	0.0	0.0	\$442.0
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	96.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$199.5
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	17.1	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$129.6
77	0.0	0.0	0.0	0.0	1.0	152.4	0.0	0.0	0.0	3.5	18.2	1.5	0.0	0.0	0.0	0.0	0.0	0.0	\$240.9
78	0.0	0.0	0.0	0.0	0.5	12.7	0.0	0.0	0.0	2.0	15.3	1.5	0.0	0.0	0.0	0.0	0.0	0.0	\$76.3
79	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	12.1	2.0	0.0	0.0	0.0	0.0	0.0	0.0	\$59.1
80 and Over	0.0	0.0	0.0	0.0	13.4	374.1	0.0	0.0	0.0	10.6	254.2	3.0	0.0	0.0	0.0	0.0	0.0	0.0	\$708.3
Total	0.4	2,327.2	0.0	0.0	32.9	8,713.2	0.4	0.0	0.0	31.8	2,319.6	28.6	0.0	0.0	0.0	0.0	0.0	0.0	\$16,742.8
Diagnosis Year																			
45 and Under	0.4	3,179.1	0.0	0.0	0.5	880.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$4,060.0
46	0.0	0.0	0.0	0.0	0.5	1,359.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,359.2
47	0.0	0.0	0.0	0.0	1.0	824.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$824.9
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.5	219.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	\$836.6
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0	\$35.2
55	0.0	0.0	0.0	0.0	1.0	334.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$334.8
56	0.0	0.0	0.0	0.0	1.0	936.3	0.0	0.0	0.0	0.0	0.0	1.5	0.0	0.0	0.0	0.0	0.0	0.0	\$1,864.2
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	250.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$250.3
58	0.0	0.0	0.0	0.0	1.0	1,327.1	0.0	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0	\$1,607.4
59	0.0	0.0	0.0	0.0	1.5	1,481.2	0.0	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0	\$1,532.6
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	36.1	0.5	0.0	0.0	0.0	0.0	0.0	0.0	\$129.3

[illegible]

Diagnosis Year

[illegible]

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[illegible]

Diagnosis Year

[illegible]

70	0.0	0.0	0.0	0.0	0.0	0.0	1.5	667.5	2.1	81.2	0.5	94.4	4.0	\$843.1
71	0.0	0.0	0.0	0.0	0.0	0.0	1.0	228.6	1.6	121.8	1.0	31.5	3.5	\$381.9
72	0.0	0.0	0.0	0.0	0.0	0.0	2.0	649.6	0.5	17.2	0.5	71.3	3.0	\$738.1
73	0.0	0.0	0.0	0.0	0.0	0.0	1.5	387.8	2.0	110.2	0.0	0.0	3.4	\$498.0
74	0.0	0.0	0.0	0.0	0.0	0.0	0.5	37.4	1.5	67.7	2.5	220.0	4.5	\$325.0
75	0.0	0.0	0.0	0.0	0.0	0.0	0.5	30.7	3.0	94.9	1.5	112.1	5.0	\$237.7
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.6	21.1	0.5	28.8	2.1	\$49.9
77	0.0	0.0	0.0	0.0	0.0	0.0	1.0	104.2	1.5	11.0	1.5	59.8	4.0	\$174.9
78	0.0	0.0	0.0	0.0	0.0	0.0	1.0	124.2	2.6	19.2	0.5	14.3	4.1	\$157.7
79	0.0	0.0	0.0	0.0	0.0	0.0	0.5	0.0	2.0	17.2	2.0	35.4	4.5	\$52.6
80 and Over	0.0	0.0	0.0	0.0	0.0	0.0	7.9	368.8	6.7	139.8	8.3	217.7	22.9	\$726.3
Total	0.4	2,766.4	0.0	\$0.0	0.0	0.0	23.3	6,424.1	41.8	3,001.5	34.4	6,088.0	99.9	\$18,280.0

Diagnosis Year

[illegible]

[illegible]

Diagnosis Year

[illegible]

76	0.0	0.0	0.0	0.0	0.0	1.5	272.7	1.0	8.2	1.5	74.9	4.0	\$355.9
77	0.0	0.0	0.0	0.0	0.0	2.0	334.2	3.6	24.9	1.0	53.7	6.5	\$412.8
78	0.0	0.0	0.0	0.0	0.0	1.0	109.1	1.5	10.8	1.5	61.8	3.9	\$181.7
79	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	16.4	2.5	63.6	4.5	\$80.0
80 and Over	0.0	0.0	0.0	0.8	50.6	9.4	381.1	15.7	425.8	11.3	254.7	37.3	\$1,112.2
Total	0.8	3,134.4	0.0	\$0.0	50.6	26.1	7,423.6	40.7	1,973.9	43.1	4,572.8	111.6	\$17,155.3

[illegible]

79	0.0	0.0	0.0	0.0	0.0	0.5	10.9	0.5	5.8	2.5	80.4	3.5	\$97.1
80 and Over	0.0	0.0	0.0	0.0	0.0	10.4	330.2	12.7	300.4	5.0	135.1	28.0	\$765.7
Total	0.4	1,038.2	0.0	\$0.0	0.0	26.8	7,122.1	35.7	3,618.0	38.1	4,307.8	100.9	\$16,086.1
Diagnosis Year													
45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	0.5	498.7	0.0	0.0	0.0	0.0	0.5	\$498.7
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	408.4	0.0	0.0	0.5	\$408.4
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	822.1	0.0	0.0	1.0	\$822.1
51	0.4	598.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.4	\$598.9
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	464.9	1.0	\$464.9
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	346.7	0.0	0.0	0.5	\$346.7
55	0.0	0.0	0.0	0.0	0.0	0.5	96.1	0.5	358.5	2.0	1,042.0	3.0	\$1,496.7
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	558.7	1.0	\$558.7
57	0.0	0.0	0.0	0.0	0.0	1.0	315.9	0.0	0.0	0.0	0.0	1.0	\$315.9
58	0.0	0.0	0.0	0.0	0.0	0.5	320.9	0.0	0.0	1.0	489.4	1.5	\$810.3
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
60	0.0	0.0	0.0	0.0	0.0	0.5	744.5	0.5	41.5	0.0	0.0	1.0	\$786.0
61	0.0	0.0	0.0	0.0	0.0	1.5	1,574.3	0.0	0.0	2.5	745.2	4.0	\$2,319.4
62	0.0	0.0	0.0	0.0	0.0	0.5	549.3	0.0	0.0	0.0	0.0	0.5	\$549.3
63	0.0	0.0	0.0	0.0	0.0	0.5	63.9	0.0	0.0	0.5	198.5	1.0	\$262.4
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	18.4	0.5	\$18.4
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	118.3	0.5	\$118.3
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
67	0.0	0.0	0.0	0.0	0.0	0.5	89.6	0.5	10.7	3.0	111.7	4.0	\$212.0
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.1	267.8	1.5	170.4	4.6	\$438.2
69	0.0	0.0	0.0	0.0	0.0	1.0	113.6	2.0	177.3	2.5	176.6	5.5	\$467.5
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	278.2	2.0	275.9	3.9	\$554.1
71	0.0	0.0	0.0	0.0	0.0	0.5	309.4	0.0	0.0	2.0	80.7	2.5	\$390.1
72	0.0	0.0	0.0	0.0	0.0	1.0	521.9	0.0	0.0	2.0	231.6	3.0	\$753.4
73	0.0	0.0	0.0	0.0	0.0	1.5	295.8	1.0	43.1	1.5	121.7	4.0	\$460.6
74	0.0	0.0	0.0	0.0	0.0	1.0	323.8	3.0	159.2	1.0	29.0	5.0	\$512.1
75	0.0	0.0	0.0	0.0	0.0	0.5	166.2	1.5	61.1	2.4	159.1	4.4	\$386.5
76	0.0	0.0	0.0	0.0	0.0	1.0	156.1	1.5	24.6	2.4	187.0	4.9	\$367.7
77	0.0	0.0	0.0	0.0	0.0	3.4	295.0	3.5	18.0	1.0	17.6	7.9	\$330.7
78	0.0	0.0	0.0	0.0	0.0	2.5	292.8	2.0	15.4	1.5	59.2	5.9	\$367.3
79	0.0	0.0	0.0	0.0	0.0	1.0	33.2	0.0	0.0	0.0	0.0	1.0	\$33.2
80 and Over	0.0	0.0	0.0	0.0	0.0	13.6	437.2	12.2	294.3	8.4	212.1	34.1	\$943.6
Total	0.4	598.9	0.0	\$0.0	0.0	32.9	7,198.3	35.4	3,327.0	39.8	5,468.0	108.5	\$16,592.2

Diagnosis Year

Diagnosis Year

Diagnosis Year

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63	0.0	0.0	0.0	0.0	0.0	1.0	853.4	0.0	0.0	1.0	186.0	2.0	\$1,039.5
64	0.0	0.0	0.0	0.0	0.0	2.0	1,621.0	0.0	0.0	0.0	0.0	2.0	\$1,621.0
65	0.0	0.0	0.0	0.0	0.0	1.0	1,019.0	0.5	161.9	3.0	713.1	4.5	\$1,894.0
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	143.5	0.0	0.0	0.5	\$143.5
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	50.1	1.9	373.1	2.9	\$423.2
68	0.0	0.0	0.0	0.0	0.0	1.0	678.2	1.0	134.5	0.0	0.0	2.0	\$812.6
69	0.0	0.0	0.0	0.0	0.0	0.5	177.5	0.5	19.8	1.0	204.2	2.0	\$401.5
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	8.6	1.0	35.9	1.5	\$44.5
71	0.0	0.0	0.0	0.0	0.0	1.0	507.4	1.0	26.7	1.5	105.1	3.5	\$639.2
72	0.0	0.0	0.0	0.0	0.0	0.5	64.4	0.0	0.0	1.0	108.5	1.5	\$172.9
73	0.0	0.0	0.0	0.0	0.0	1.0	531.0	2.5	203.1	0.0	0.0	3.5	\$734.1
74	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.1	89.5	2.0	156.5	4.0	\$246.0
75	0.0	0.0	0.0	0.0	0.0	1.5	389.6	0.5	5.7	1.5	113.7	3.5	\$509.0
76	0.0	0.0	0.0	0.0	0.0	0.5	30.5	4.1	63.6	1.5	26.5	6.1	\$120.6
77	0.0	0.0	0.0	0.0	0.0	1.5	220.2	3.6	17.3	3.5	68.9	8.6	\$306.4
78	0.0	0.0	0.0	0.0	0.0	5.4	647.6	1.6	13.5	0.5	30.1	7.5	\$691.3
79	0.0	0.0	0.0	0.0	0.0	1.0	0.0	3.0	29.5	2.5	38.8	6.5	\$68.2
80 and Over	0.0	0.0	0.0	0.4	26.0	19.2	859.5	16.3	420.7	7.8	204.6	43.6	\$1,510.7
Total	0.4	2,738.3	0.0	\$0.0	26.0	43.1	11,784.5	42.3	2,304.1	36.4	4,897.3	122.7	\$21,750.1

Diagnosis Year[illegible]

63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,141.0
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$97.3
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,614.4
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$368.2
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$464.0
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$341.1
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$351.4
71	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$944.3
72	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$36.9
73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$414.1
74	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$96.7
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$150.8
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$203.2
77	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$215.6
78	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$567.1
79	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$591.7
80 and Over	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,105.0
Total	0.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$16,365.2

\$0.0

0.0

Diagnosis Year

45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$141.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$437.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$498.7
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$195.6
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$202.3
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$699.2
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,532.1
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$177.7
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$347.8
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$1,427.3

66	0.0	0.0	0.0	0.0	0.0	0.5	120.9	0.5	89.6	0.5	37.6	1.5	\$248.1
67	0.0	0.0	0.0	0.0	1.0	0.5	437.0	2.0	26.1	0.5	170.3	2.0	\$633.3
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	155.0	0.5	\$155.0
69	0.0	0.0	0.0	0.0	0.5	2.5	461.7	2.5	504.3	0.5	139.8	3.6	\$1,105.8
70	0.0	0.0	0.0	0.0	1.0	1.0	503.3	1.0	107.1	2.0	336.3	4.0	\$946.7
71	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	70.1	0.5	109.3	2.5	\$179.4
72	0.0	0.0	0.0	0.0	0.0	1.0	0.0	2.0	97.2	1.5	272.9	2.4	\$370.0
73	0.0	0.0	0.0	0.0	2.0	2.5	706.5	3.9	136.8	3.9	461.7	8.4	\$1,304.9
74	0.0	0.0	0.0	0.0	2.0	1.5	764.8	0.0	77.6	0.0	0.0	3.5	\$842.4
75	0.0	0.0	0.0	0.0	0.5	2.0	202.6	1.0	90.6	1.0	11.8	3.5	\$305.1
76	0.0	0.0	0.0	0.0	0.5	1.6	31.7	2.0	26.1	1.0	66.5	3.1	\$124.3
77	0.0	0.0	0.0	0.0	2.4	1.0	458.2	2.0	7.0	2.0	59.5	5.4	\$524.7
78	0.0	0.0	0.0	0.0	1.5	1.6	73.1	3.0	9.9	3.0	109.8	6.0	\$192.7
79	0.0	0.0	0.0	0.0	2.4	3.6	193.2	4.0	32.7	4.0	102.2	10.0	\$328.0
80 and Over	0.0	0.0	0.0	0.8	15.3	17.9	714.8	12.3	567.1	12.3	354.4	46.2	\$1,636.3
Total	0.0	0.0	0.0	0.8	35.0	42.4	8,944.1	34.9	2,654.4	34.9	2,957.0	113.2	\$14,555.4

Diagnosis Year[illegible]

[illegible]

Diagnosis Year

[illegible]

72	0.0	0.0	0.0	0.0	0.0	0.5	34.8	0.5	11.8	1.0	195.8	2.0	\$242.4
73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	39.8	3.4	457.1	4.4	\$496.9
74	0.0	0.0	0.0	0.0	0.0	1.5	462.0	3.6	132.9	0.5	51.6	5.6	\$646.4
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	12.4	0.5	61.5	1.5	\$73.9
76	0.0	0.0	0.0	0.0	0.0	1.0	313.5	1.0	3.6	2.0	44.5	4.0	\$361.6
77	0.0	0.0	0.0	0.0	0.0	0.5	23.8	0.0	0.0	0.5	22.4	1.0	\$46.2
78	0.0	0.0	0.0	0.0	0.0	1.5	255.8	1.5	9.8	3.0	97.9	6.0	\$363.5
79	0.0	0.0	0.0	0.0	0.0	1.0	26.7	0.5	0.9	2.0	97.9	3.4	\$125.5
80 and Over	0.0	0.0	0.0	0.4	35.2	20.7	1,256.6	22.5	517.3	10.3	287.6	53.9	\$2,096.7
Total	0.0	0.0	0.0	0.4	35.2	32.4	6,352.3	46.0	3,522.5	36.4	4,874.1	115.3	\$14,784.0

Diagnosis Year[illegible]

75	0.0	0.0	0.0	0.0	0.0	1.0	326.9	1.5	91.7	1.5	170.1	3.9	\$588.7
76	0.0	0.0	0.0	0.0	0.0	1.5	353.4	4.0	103.5	1.0	20.2	6.5	\$477.1
77	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	1.0	26.6	2.0	\$26.6
78	0.0	0.0	0.0	0.0	0.0	0.5	96.6	1.0	1.5	1.0	26.6	2.5	\$124.7
79	0.0	0.0	0.0	0.0	0.0	1.0	57.3	1.0	13.5	0.5	28.5	2.5	\$99.4
80 and Over	0.0	0.0	0.0	0.0	0.0	23.2	862.1	22.0	556.0	14.2	417.0	59.4	\$1,835.0
Total	0.0	0.0	0.0	0.4	29.3	37.4	6,908.4	36.3	1,570.5	40.0	5,197.8	114.1	\$13,706.1

Diagnosis Year

45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
58	0.4	1,310.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.4	\$1,310.6
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
64	0.4	2,698.3	0.0	0.0	0.0	0.5	78.0	0.0	38.5	1.0	99.5	1.5	\$2,355.7
65	0.0	0.0	0.0	0.0	0.0	1.0	717.2	1.0	237.0	0.5	242.5	1.4	\$981.1
66	0.0	0.0	0.0	0.0	0.0	1.0	523.4	2.0	565.7	2.4	861.6	2.5	\$3,018.8
67	0.0	0.0	0.0	0.0	0.0	1.5	1,300.9	2.5	397.6	2.0	497.6	5.4	\$1,088.0
68	0.0	0.0	0.0	0.0	0.0	0.5	545.5	1.0	88.3	1.0	33.6	6.0	\$1,950.7
69	0.0	0.0	0.0	0.0	0.0	2.9	918.5	2.5	334.2	2.5	502.3	2.5	\$2,196.0
70	0.0	0.0	0.0	0.0	0.0	0.5	45.4	1.0	73.4	1.0	269.6	2.5	\$667.4
71	0.0	0.0	0.0	0.0	0.0	1.5	326.6	0.5	15.8	1.0	236.7	7.9	\$1,755.0
72	0.0	0.0	0.0	0.0	0.0	0.5	362.4	1.0	49.2	1.0	254.6	2.5	\$388.5
73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	10.4	2.0	394.4	3.0	\$579.0
74	0.0	0.0	0.0	0.0	0.0	1.0	304.4	1.0	84.0	2.4	298.8	2.9	\$666.2
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.5	135.5	3.0	140.8	4.9	\$404.8
76	0.0	0.0	0.0	0.0	0.0	1.5	231.8	1.5	0.0	1.5	10.3	4.0	\$687.3
77	0.0	0.0	0.0	0.0	0.0	1.0	24.8	1.5	15.7	0.5	160.6	2.0	\$276.4
								2.9				5.4	\$242.0
													\$201.1

[illegible]

Diagnosis Year															
Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	31.3	5,039.8	37.8	2,622.4	40.5	3,399.9	109.5	\$11,062.1
45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	212.3	0.0	0.0	0.5	40.5	1.5	\$252.8
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	179.1	0.5	61.6	0.0	0.0	1.5	\$240.7
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	811.7	0.5	60.0	0.0	0.0	0.5	\$60.0
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	1,119.3	0.5	56.9	1.5	227.0	1.5	\$1,038.7
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1,119.3	1.5	245.5	1.0	116.0	3.0	\$1,292.2
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	366.7	2.0	233.1	2.5	\$478.6
67	0.4	250.7	0.0	0.0	0.0	0.0	0.0	1.0	1,107.3	2.0	249.5	2.4	690.2	5.5	\$2,414.9
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	340.5	3.0	479.8	0.5	638.9	4.4	\$1,228.9
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	519.9	3.0	479.8	0.5	125.9	4.0	\$1,125.7
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	47.2	0.5	30.2	0.5	28.1	1.5	\$105.4
71	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	42.5	0.5	65.8	0.5	123.1	1.5	\$231.4
72	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	263.9	0.0	0.0	0.5	211.9	3.5	\$475.9
73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	32.7	2.5	197.1	1.0	176.4	3.9	\$406.2
74	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	124.6	1.5	63.8	4.5	\$188.4
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	182.6	3.5	215.5	1.5	139.9	6.0	\$538.0
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	357.2	1.0	39.2	1.0	26.7	3.6	\$423.2
77	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.5	260.6	1.5	13.5	1.0	48.4	4.0	\$322.5
78	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	51.3	1.5	21.5	0.5	21.2	3.0	\$93.9
79	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	144.5	1.0	4.1	3.9	164.7	5.9	\$313.3
80 and Over	0.0	0.0	0.0	0.0	0.0	0.0	0.0	22.4	1,052.7	17.3	515.7	7.0	252.3	46.7	\$1,820.7
Total	0.4	250.7	0.0	0.0	0.0	0.0	0.0	36.9	6,725.4	41.6	2,747.2	29.7	3,328.2	108.5	\$13,051.5

Diagnosis Year

JA2444

Diagnosis Year

Diagnosis Year

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0.0
\$0.0

45 and Under

45 and Under

Diagnosis Year

62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$24.8
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$243.7
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$481.6
71	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$214.9
72	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$211.5
73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$755.0
74	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$346.4
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$298.3
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$48.1
77	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$539.6
78	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$473.7
79	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$235.4
80 and Over	0.4	141.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$2,346.7
Total	0.4	141.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$6,219.7
Diagnosis Year																				
45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0

68	0.0	0.0	0.0	0.0	0.0	69.2	0.0	0.0	1.5	63.8	2.0	\$133.0
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	19.2	0.5	\$19.2
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	34.2	0.5	\$34.2
71	0.0	0.0	0.0	0.0	0.0	0.0	0.5	20.1	0.0	0.0	0.5	\$20.1
72	0.0	0.0	0.0	0.0	0.0	0.0	1.0	23.4	1.0	103.3	2.0	\$126.7
73	0.4	1,173.3	0.0	0.0	1.0	279.4	0.0	0.0	1.0	22.6	2.5	\$1,475.3
74	0.0	0.0	0.0	0.0	0.0	0.0	0.5	10.7	1.0	116.6	1.5	\$127.3
75	0.0	0.0	0.0	0.0	0.0	0.0	2.6	69.6	2.0	178.6	4.6	\$248.2
76	0.0	0.0	0.0	0.0	1.0	65.3	1.0	4.8	1.0	130.4	3.0	\$200.5
77	0.0	0.0	0.0	0.0	0.5	157.2	1.0	2.8	2.0	68.9	3.5	\$228.9
78	0.0	0.0	0.0	0.0	1.0	225.0	2.1	38.7	2.0	111.9	5.0	\$375.6
79	0.0	0.0	0.0	0.0	0.5	27.8	2.6	43.6	1.0	40.6	4.1	\$112.0
80 and Over	0.4	366.7	0.0	0.0	15.4	958.5	16.7	696.4	12.8	548.9	45.3	\$2,570.5
Total	0.9	1,539.9	0.0	0.0	19.9	1,782.4	28.2	909.9	26.2	1,439.2	75.2	\$5,671.4

Diagnosis Year

45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
69	0.0	0.0	0.0	0.0	0.0	0.0	0.5	14.4	1.0	39.1	1.5	\$53.6
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	34.9	0.5	\$34.9

JA2453

[illegible]

Diagnosis Year

[illegible]

[illegible]

[illegible]

80 and Over	0.0	0.0	0.0	0.0	0.0	20.3	1,126.9	21.1	696.2	10.0	352.8	51.3	\$2,175.9
	Total	0.0	0.0	0.0	0.0	22.3	1,268.6	29.3	801.3	15.5	587.5	67.0	\$2,657.4
Diagnosis Year													
45 and Under	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
71	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
72	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
73	0.0	0.0	0.0	0.0	0.0	0.5	44.1	0.5	7.2	1.5	37.5	2.5	\$88.8
74	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	5.9	0.5	10.7	1.0	\$16.6
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0.0
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.5	10.6	0.0	0.0	0.5	\$10.6
77	0.0	0.0	0.0	0.0	0.0	0.5	17.4	1.0	7.6	2.0	32.6	3.5	\$57.6
78	0.0	0.0	0.0	0.0	0.0	1.0	13.8	3.0	13.3	1.0	66.5	5.0	\$93.7
79	0.0	0.0	0.0	0.0	0.0	1.0	1.0	1.0	4.1	1.0	48.9	3.0	\$53.0
80 and Over	0.0	0.0	10.2	14.0	710.4	14.4	785.6	21.0	583.1	11.9	433.9	40.7	\$1,737.7
Total	0.0	0.0	10.2	17.0	785.6	21.0	785.6	21.0	631.9	17.9	630.2	56.4	\$2,057.9

Diagnosis Year

Diagnosis Year						
45 and Under	0.0	0.0	0.0	0.0	0.0	\$0.0
46	0.0	0.0	0.0	0.0	0.0	\$0.0
47	0.0	0.0	0.0	0.0	0.0	\$0.0
48	0.0	0.0	0.0	0.0	0.0	\$0.0
49	0.0	0.0	0.0	0.0	0.0	\$0.0
50	0.0	0.0	0.0	0.0	0.0	\$0.0
51	0.0	0.0	0.0	0.0	0.0	\$0.0
52	0.0	0.0	0.0	0.0	0.0	\$0.0
53	0.0	0.0	0.0	0.0	0.0	\$0.0
54	0.0	0.0	0.0	0.0	0.0	\$0.0
55	0.0	0.0	0.0	0.0	0.0	\$0.0
56	0.0	0.0	0.0	0.0	0.0	\$0.0
57	0.0	0.0	0.0	0.0	0.0	\$0.0
58	0.0	0.0	0.0	0.0	0.0	\$0.0
59	0.0	0.0	0.0	0.0	0.0	\$0.0
60	0.0	0.0	0.0	0.0	0.0	\$0.0
61	0.0	0.0	0.0	0.0	0.0	\$0.0
62	0.0	0.0	0.0	0.0	0.0	\$0.0
63	0.0	0.0	0.0	0.0	0.0	\$0.0
64	0.0	0.0	0.0	0.0	0.0	\$0.0
65	0.0	0.0	0.0	0.0	0.0	\$0.0
66	0.0	0.0	0.0	0.0	0.0	\$0.0
67	0.0	0.0	0.0	0.0	0.0	\$0.0
68	0.0	0.0	0.0	0.0	0.0	\$0.0
69	0.0	0.0	0.0	0.0	0.0	\$0.0
70	0.0	0.0	0.0	0.0	0.0	\$0.0
71	0.0	0.0	0.0	0.0	0.0	\$0.0
72	0.0	0.0	0.0	0.0	0.0	\$0.0
73	0.0	0.0	0.0	0.0	0.0	\$0.0
74	0.0	0.0	0.0	0.0	0.0	\$0.0
75	0.0	0.0	0.0	0.0	0.0	\$0.0
76	0.0	0.0	0.0	0.0	0.0	\$0.0
77	0.0	0.0	0.0	0.0	0.0	\$0.0
78	0.0	0.0	0.0	0.0	0.0	\$0.0
79	0.0	0.0	0.0	0.0	0.0	\$0.0
80 and Over	0.0	0.0	0.0	0.0	0.0	\$1,694.9
Total	0.0	0.0	\$0.0	0.0	0.0	\$1,880.0
Diagnosis Year						
45 and Under	0.0	0.0	0.0	0.0	0.0	\$0.0

Diagnosis Year	2010										2011										2012										2013										2014										2015										2016										2017										2018										2019										2020										2021										2022										2023										2024										2025										2026										2027										2028										2029										2030										2031										2032										2033										2034										2035										2036										2037										2038										2039										2040										2041										2042										2043										2044										2045										2046										2047										2048										2049										2050										2051										2052										2053										2054										2055										2056										2057										2058										2059										2060										2061										2062										2063										2064										2065										2066										2067										2068										2069										2070										2071										2072										2073										2074										2075										2076										2077										2078										2079										2080 and Over										Total																																																																																																																																																								
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Diagnosis Year	2010										2011										2012										2013										2014										2015										2016										2017										2018										2019										2020										2021										2022										2023										2024										2025										2026										2027										2028										2029										2030										2031										2032										2033										2034										2035										2036										2037										2038										2039										2040										2041										2042										2043										2044										2045										2046										2047										2048										2049										2050										2051										2052										2053										2054										2055										2056										2057										2058										2059										2060										2061										2062										2063										2064										2065										2066										2067										2068										2069										2070										2071										2072										2073										2074										2075										2076										2077										2078										2079										2080 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2070 and Later Diagnosis Years2070 and Later Diagnosis Years

Age	Alz		Death with CTE		Parkinsons		Alzheimers		Level 2.0		Level 1.5		Total	
	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation	Counts	Compensation
45 and Under	5.0	17,248.9	9.0	25,403.7	0.0	0.0	16.9	26,080.5	22.9	28,292.1	28.0	35,821.1	81.8	\$132,846.3
46	0.4	2,327.2	2.0	6,848.7	0.0	0.0	4.0	5,294.9	4.1	2,915.8	3.0	2,811.0	13.6	\$20,197.6
47	0.0	0.0	1.0	632.2	0.0	0.0	6.5	9,798.5	0.0	0.0	2.4	2,490.0	9.9	\$12,920.7
48	1.8	7,058.8	0.0	0.0	0.0	0.0	3.2	3,792.0	2.1	810.6	3.0	2,719.7	10.0	\$14,381.0
49	0.4	2,576.3	0.0	0.0	0.0	0.0	4.5	3,905.0	3.1	1,311.4	4.5	2,589.3	12.6	\$10,382.1
50	0.0	0.0	2.0	2,627.5	0.0	0.0	4.2	5,311.6	2.5	1,637.2	5.0	2,393.2	13.7	\$11,969.5
51	1.7	6,615.8	1.0	2,449.7	0.4	291.7	7.2	4,784.8	3.1	1,602.7	7.1	3,474.8	20.5	\$19,219.5
52	0.0	0.0	3.0	4,543.9	0.0	0.0	2.9	2,714.4	4.7	1,351.8	7.4	3,137.7	18.0	\$11,747.8
53	0.0	0.0	0.0	0.0	0.0	0.0	9.4	9,545.1	5.1	1,455.6	9.9	4,341.1	24.5	\$15,341.7
54	0.0	0.0	0.0	0.0	0.0	0.0	9.6	8,588.3	7.4	2,456.5	9.2	3,037.5	26.2	\$14,082.4
55	0.0	0.0	0.0	0.0	0.0	0.0	13.9	13,321.9	7.7	2,630.5	8.4	3,867.6	30.0	\$19,820.0
56	0.0	0.0	1.0	1,560.7	0.9	1,081.2	15.4	14,767.0	10.3	3,545.4	12.8	6,118.6	40.4	\$27,072.9
57	0.9	3,128.3	1.0	553.2	0.0	0.0	13.5	10,005.3	9.5	2,470.7	14.4	5,072.7	39.2	\$21,230.2
58	0.4	1,310.6	1.0	537.4	0.0	0.0	15.4	12,731.8	8.7	2,898.4	9.1	3,167.6	34.7	\$20,645.8
59	0.0	0.0	0.0	0.0	0.0	0.0	13.8	12,637.7	13.3	4,224.6	19.2	6,617.2	46.3	\$23,479.5
60	0.4	2,738.3	0.0	0.0	0.0	0.0	8.9	6,056.9	14.9	3,017.4	15.9	4,568.3	40.2	\$16,380.9
61	0.8	438.8	1.0	1,224.9	0.0	0.0	11.5	11,027.7	9.5	1,849.2	27.0	8,035.9	49.8	\$22,576.5
80 and Over	0.4	93.0	0.0	0.0	0.0	0.0	63.3	2,385.0	53.7	1,618.7	25.0	660.2	142.3	\$4,757.0
Total	0.4	93.0	0.0	0.0	0.0	0.0	63.3	2,385.0	53.7	1,618.7	25.0	660.2	142.3	\$4,757.0
Total All Years														

62	0.4	1,340.9	0.0	0.0	0.0	19.2	14,237.5	19.9	3,491.6	32.9	8,492.6	72.5	\$27,562.6
63	0.0	0.0	1.0	55.3	0.0	22.7	19,295.7	16.5	2,583.0	39.6	8,970.7	79.8	\$30,904.7
64	0.4	2,698.3	1.0	210.2	0.0	17.8	13,926.3	28.0	4,964.9	51.3	10,288.0	98.6	\$32,087.7
65	0.4	311.0	0.0	0.0	0.0	24.4	15,068.3	34.2	5,716.7	43.4	7,999.4	102.4	\$29,095.5
66	0.9	2,606.9	2.0	1,011.5	0.4	27.4	15,829.1	41.1	5,812.6	52.6	11,190.1	124.5	\$36,945.1
67	0.4	250.7	0.0	0.0	0.4	25.1	13,919.7	53.2	6,255.4	53.9	8,892.0	133.2	\$29,357.4
68	1.3	3,498.6	2.0	893.0	0.0	27.2	12,027.7	45.0	4,724.6	47.5	7,534.0	123.0	\$28,677.9
69	0.0	0.0	1.0	300.3	0.4	27.7	12,220.4	54.6	6,364.3	47.0	7,008.9	130.8	\$25,952.7
70	0.0	0.0	3.0	1,655.5	0.9	26.0	10,544.7	56.0	4,908.7	67.9	9,161.9	153.8	\$26,358.5
71	0.4	190.5	1.0	667.7	0.0	41.9	16,966.6	49.3	3,715.6	72.4	8,668.9	165.0	\$30,209.3
72	0.0	0.0	0.0	0.0	0.0	35.4	12,863.8	48.8	2,927.8	84.2	9,369.5	168.3	\$25,161.0
73	0.4	1,173.3	0.0	0.0	0.4	40.8	10,912.7	70.5	3,681.0	74.9	5,977.0	187.0	\$21,773.2
74	1.3	1,273.3	1.0	145.2	0.4	37.1	9,578.9	75.2	3,225.1	87.6	6,715.2	202.6	\$21,090.7
75	0.0	0.0	1.0	40.3	0.9	43.7	9,160.4	87.5	3,104.0	92.5	6,616.7	225.5	\$19,132.3
76	0.0	0.0	2.0	333.9	1.3	56.7	8,589.5	77.8	1,331.6	84.0	4,366.8	221.8	\$14,882.3
77	0.0	0.0	1.0	63.2	0.4	61.3	7,789.8	91.0	474.7	77.0	2,946.3	230.7	\$11,299.9
78	0.4	883.0	3.0	365.5	0.0	69.0	6,959.0	96.0	821.1	89.8	3,259.5	258.3	\$12,288.1
79	0.8	135.4	0.0	0.0	1.7	60.1	4,117.6	87.2	880.3	103.7	3,596.0	253.6	\$8,957.6
80 and Over	2.2	944.1	5.0	148.2	6.1	936.2	42,179.1	906.0	25,793.1	601.7	18,089.2	2,457.1	\$87,368.9
Total	21.7	\$58,748.9	46.0	\$52,271.6	14.9	1,760.9	\$416,550.3	2,066.7	\$153,246.2	1,989.5	\$249,406.2	5,899.6	\$933,400.0

Payment Year	(\$ Millions)												
	Inventory		Estimate		Total		Year	Inventory		Estimate		Total	
	Amount	Percent	Amount	Percent	Amount	Percent		Amount	Percent	Amount	Percent	Amount	Percent
2014	\$0	na	\$0	na	\$0	na	First Five Years	\$218	75%	\$72	25%	\$289	100%
2015	\$152	88%	\$21	12%	\$174	100%	Second Five Years	0	0%	\$78	100%	\$78	100%
2016	\$65	77%	\$19	23%	\$84	100%	Next 10 Years	0	0%	\$180	100%	\$180	100%
2017	\$0	0%	\$16	100%	\$16	100%	Remaining Years	0	0%	\$387	100%	\$387	100%
2018	\$0	0%	\$15	100%	\$15	100%	Total	0	0%	\$387	100%	\$387	100%
2019	\$0	0%	\$16	100%	\$16	100%							
2020	\$0	0%	\$15	100%	\$15	100%							
2021	\$0	0%	\$14	100%	\$14	100%							
2022	\$0	0%	\$15	100%	\$15	100%							
2023	\$0	0%	\$17	100%	\$17	100%							
2024	\$0	0%	\$18	100%	\$18	100%							
2025	\$0	0%	\$20	100%	\$20	100%							
2026	\$0	0%	\$20	100%	\$20	100%							
2027	\$0	0%	\$19	100%	\$19	100%							
2028	\$0	0%	\$18	100%	\$18	100%							
2029	\$0	0%	\$17	100%	\$17	100%							
2030	\$0	0%	\$18	100%	\$18	100%							
2031	\$0	0%	\$17	100%	\$17	100%							
2032	\$0	0%	\$17	100%	\$17	100%							
2033	\$0	0%	\$16	100%	\$16	100%							
2034	\$0	0%	\$17	100%	\$17	100%							
2035	\$0	0%	\$18	100%	\$18	100%							
2036	\$0	0%	\$19	100%	\$19	100%							
2037	\$0	0%	\$20	100%	\$20	100%							
2038	\$0	0%	\$19	100%	\$19	100%							
2039	\$0	0%	\$18	100%	\$18	100%							
2040	\$0	0%	\$18	100%	\$18	100%							
2041	\$0	0%	\$18	100%	\$18	100%							
2042	\$0	0%	\$17	100%	\$17	100%							
2043	\$0	0%	\$16	100%	\$16	100%							
2044	\$0	0%	\$16	100%	\$16	100%							
2045	\$0	0%	\$15	100%	\$15	100%							
2046	\$0	0%	\$16	100%	\$16	100%							
2047	\$0	0%	\$16	100%	\$16	100%							
2048	\$0	0%	\$15	100%	\$15	100%							
2049	\$0	0%	\$12	100%	\$12	100%							
2050	\$0	0%	\$12	100%	\$12	100%							
2051	\$0	0%	\$11	100%	\$11	100%							
2052	\$0	0%	\$10	100%	\$10	100%							
2053	\$0	0%	\$10	100%	\$10	100%							
2054	\$0	0%	\$9	100%	\$9	100%							
2055	\$0	0%	\$8	100%	\$8	100%							
2056	\$0	0%	\$7	100%	\$7	100%							
2057	\$0	0%	\$6	100%	\$6	100%							

2058	\$0	0%	\$6	100%	\$6	100%
2059	\$0	0%	\$5	100%	\$5	100%
2060	\$0	0%	\$5	100%	\$5	100%
2061	\$0	0%	\$4	100%	\$4	100%
2062	\$0	0%	\$3	100%	\$3	100%
2063	\$0	0%	\$3	100%	\$3	100%
2064	\$0	0%	\$2	100%	\$2	100%
2065	\$0	0%	\$2	100%	\$2	100%
2066	\$0	0%	\$2	100%	\$2	100%
2067	\$0	0%	\$2	100%	\$2	100%
2068	\$0	0%	\$2	100%	\$2	100%
2069	\$0	0%	\$1	100%	\$1	100%
2070	\$0	0%	\$1	100%	\$1	100%
2071	\$0	0%	\$1	100%	\$1	100%
2072	\$0	0%	\$1	100%	\$1	100%
2073	\$0	0%	\$1	100%	\$1	100%
2074	\$0	0%	\$1	100%	\$1	100%
2075	\$0	0%	\$0	100%	\$0	100%
2076	\$0	0%	\$0	100%	\$0	100%
2077	\$0	0%	\$0	100%	\$0	100%
2078	\$0	0%	\$0	100%	\$0	100%
2079	\$0	0%	\$0	100%	\$0	100%
2080	\$0	0%	\$0	100%	\$0	100%
2081	\$0	0%	\$0	100%	\$0	100%
2082	\$0	0%	\$0	100%	\$0	100%
2083	\$0	0%	\$0	100%	\$0	100%
2084	\$0	0%	\$0	100%	\$0	100%
2085	\$0	0%	\$0	100%	\$0	100%
Total	\$218	23%	\$716	77%	\$933	100%